



**Board of Supervisors**

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

**AGENDA FOR REGULAR MEETING  
JUNE 11, 2024 TO BE HELD AT 10:00 AM  
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

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

**AGENDA**

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

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

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

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

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



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

## **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. 2021 WILDFIRE RECOVERY OPERATIONS**

Report and update Dixie Fire Recovery efforts; receive report and discussion

#### **B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT**

Report and update on Dixie Fire Business and Economic Recovery efforts.

#### **C. US FOREST SERVICE**

Report and update.

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

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

**E. COUNTY TREASURER'S REPORT**

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

**F. FINANCIAL/AUDIT REPORT**

Report from County Departments regarding the County's Financial and audit status.

**2. CONSENT AGENDA**

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

**A. BEHAVIORAL HEALTH**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and SacValleyMedshare Health electronic health information exchange; shall commence on the effective date; \$22,500.00 initial set up cost, annually thereafter \$2,500.00; (No General Fund Impact) state and federal funding; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and City of Redding Participation Agreement the collaboration of county agencies entering information into Homeless Management Information System and Coordinated Entry System effective July 1, 2024; not to exceed \$11,999.74; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini TaiChi Instructor; effective July 1, 2024; not to exceed \$25,000.00; (No General Fund Impact) funding from the Mental Health Services Act; approved as to form by County Counsel.
- 4) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Charter School to provide school-based mental health services; effective July 1, 2024; not to exceed \$140,000.00; (No General Fund Impact) Mental Health Services Act state funding source; approved as to form by County Counsel.

**B. SHERIFF'S OFFICE**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Redwood Toxicology, Inc., for providing drug screenings; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 budget (70330/524870); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and North Fork Medicine, to provide 24-hour medical services to the Sheriff's Office Correctional Facilities ; effective July 1, 2024; not to exceed \$102,300.00; (General Fund Impact) as requested in FY24/25 budget (70380/521900); approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kassbohrer All-Terrain Vehicles for general equipment repairs and maintenance; effective June 1, 2024; not to exceed \$20,000.00; (General Fund Impact) as approved in FY23/24 various budgets; approved as to form by County Counsel.
- 4) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Joseph Schad, D.O., to provide and coordinate medical case services for inmates at correctional facilities managed by Plumas County Sheriff's Office; effective July 1, 2024; not to exceed \$178,200.00; (General Fund Impact) as proposed in FY24/25 budget (70380 / 521900); approved as to form by County Counsel.

- 5) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Kelsey Driscoll, dba Veritas Mountain Medical to provide medical services to inmates at the correctional facilities managed by Plumas County Sheriff's Office; effective July 1, 2024; not to exceed \$1,296,000.00; Three year contract; (General Fund Impact) as proposed in FY24/25 budget (70380 / 521900); approved as to form by County Counsel.
- 6) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and William J. Spradling, dba Downtown Barber Shop to provide haircuts and beard trims to inmates once a month or on an as-needed basis; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 budget (22911 / 521900); approved as to form by County Counsel.

**C. SOCIAL SERVICES**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Nanette Norton to prepare reports for the Court to determine whether services could be available to prevent the break-up of a Native American family and whether such services are culturally appropriate; effective 7/1/24-6/30/25; not to exceed \$25,000.00; (No General Fund Impact). Funds to pay for this agreement are drawn from 2011 Public Safety Realignment funds and Federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program.; effective 7/1/2024-6/30/2025; not to exceed \$30,000.00; (No General Fund Impact) The funds come from federal and state sources.; approved as to form by County Counsel.

**D. FARM ADVISOR/COOPERATIVE EXTENSION**

- 1) Approve and authorize Chair to sign amendment No. 2 to agreement between Plumas County and The Regents of the University of California to extend and provide continued funding for 4-H Community Education Specialist 2; Effective July 1, 2024. (General Fund Impact) of \$20,545.00; approved as to form by County Counsel.

**E. INFORMATION TECHNOLOGY**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CivicPlus, LLC; to host the county website; effective July 1, 2024; not to exceed Twenty-One Thousand, Seventy-Six Dollars and Forty Five Cents (\$21,076.45) ; (General Fund Impact) as approved in FY24/25 budget (2022052/520411); approved as to form by County Counsel.

**F. FACILITY SERVICES**

- 1) Approve and authorize Board Chair to waive fees for use of the Almanor Rec Center in Chester for the Chester High School Sober Graduation Celebration on Friday, June 14, 2024; General Fund Impact.
- 2) Approve and authorize Board Chair to waive fees for the use of the Almanor Rec Center in Chester for the Chester Elementary School 6th grade graduation party on Thursday, June 13, 2024; General Fund Impact.

**G. LIBRARY**

- 1) Approve closure of the Chester Library for June 22nd, 2024, to allow Friends of the Chester Library to conduct their annual book sale.

**H. PUBLIC HEALTH AGENCY**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Siskiyou County Health and Human Services Agency to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed \$20,650.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.



- 2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health Agency (PCPHA) and First 5 Plumas County Children & Families Commission (First 5) PCPHA will provide the Family First Home Visiting Data Management ; effective July 1, 2024; not to exceed \$8,500.00; (No General Fund Impact) (First 5); approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health Agency (PCPHA) and First 5 Plumas County Children & Families Commission (First 5) PCPHA will provide the Family First Home Visiting Program; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) (First 5); approved as to form by County Counsel.

### **3. DEPARTMENTAL MATTERS**

#### **A. PUBLIC HEALTH AGENCY** - Nicole Reinert

- 1) Adopt **RESOLUTION** to authorize the Director of Public Health to accept and sign an award agreement number 05897-AR71434 between Public Health Institute (PHI) and Plumas County Public Health Agency (PCPHA); (No General Fund Impact) (award); approved as to form by County Counsel. **Roll call vote**

#### **B. BEHAVIORAL HEALTH** - Sharon Sousa

- 1) Respectfully requesting the Board of Supervisors accept a \$1,000.00 grant award to Behavioral Health from Cal Poly Humboldt on behalf of Plumas County employee # 101114's participation in the Integrated Behavioral Health Training program.

#### **C. ENVIRONMENTAL HEALTH** - Rob Robinette

- 1) Approve and authorize Chair to ratify and sign an extension to a contract that includes modifications, between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA); effective June 30, 2024 through December 31, 2024; not to exceed \$29,700; (General Fund Impact) as requested in FY 2024/2025 budget (20020 / 521900); approved as to form by County Counsel.

#### **D. PLANNING** - Tracey Ferguson

- 1) Informational discussion regarding the Water Solutions Network (WSN) Upper Feather/LA Watershed Framework Test Drive initiative and interest by Plumas County in being a co-convenor to a Fall 2024 gathering; possible direction to Planning Department staff.

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

#### **A. County Administrative Officer's Report**

### **5. BOARD OF SUPERVISORS**

- A. Results of the Investigation of a Complaint by the CAO against the District Attorney, based on conclusions made by the investigator, the allegations did not support a prima facie case of violation of County policies and procedures. As such, the investigation is now concluded; further discussion.
- B. The Plumas County Board of Supervisors is proposing two Board Meetings a month, (1st and 3rd Tuesday of every month), discussion and possible direction to staff.

#### **C. CORRESPONDENCE**

#### **D. 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. Personnel: Public employee appointment or employment - Environmental Health Director
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070
- C. Conference with Legal Counsel: Existing Litigation - Darin Russel Bottini (minor via Guardian ad Litem, Justin Bottini), Plaintiff v. Almanor Recreation and Park District, Plumas County, et al., Defendants, Superior Court of California, County of Plumas, Case No. CV23-00168
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code 54956.9 (Worker's Compensation Case No. TIBV-600185)
- F. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

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

**7. ADJOURNMENT**

Adjourned meeting to Tuesday, June 18, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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

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

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and SacValleyMedshare Health electronic health information exchange; shall commence on the effective date; \$22,500.00 initial set up cost, annually thereafter \$2,500.00; (No General Fund Impact) state and federal funding; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and SacValleyMedshare Health electronic health information exchange; shall commence on the effective date; \$22,500.00 initial set up cost, annually thereafter \$2,500.00; (No General Fund Impact) state and federal funding; approved as to form by County Counsel.

**Background and Discussion:**

SacValleyMedshare operates an electronic health information exchange organized and operates for the purpose of facilitating the aggregation and sharing electronic protected health information with other counties.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and SacValleyMedshare Health electronic health information exchange; shall commence on the effective date; \$22,500.00 initial set up cost, annually thereafter \$2,500.00; (No General Fund Impact) state and federal funding; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund Impact state and federal funds.

**Attachments:**

1. 3304 FINAL

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (this “**Participation Agreement**” or “**Agreement**”) is made and entered into as of the Effective Date set forth in Exhibit B (the “**Effective Date**”) by and between SacValley MedShare, a California nonprofit public benefit corporation that will operate the SacValley MedShare Healthcare Information Exchange (“**SACVALLEY MEDSHARE**”), and the party identified in Exhibit B (“**Participant**”), collectively, the “**Parties**,” with reference to the following Recitals and upon the terms and conditions set forth below:

### RECITALS

**A. Whereas**, SACVALLEY MEDSHARE operates an electronic health information exchange (the “**Exchange**”) organized and operated for the purpose of facilitating the aggregation and sharing of electronic protected health information (“**PHI**”) and clinical data and making the same available for Permitted Uses such as for treatment, payment operations, public health reporting and other lawful purposes, in a manner that complies with all Applicable Laws (defined below); and

**B. Whereas**, SACVALLEY MEDSHARE does not operate the Exchange directly, but contracts for it through a hosted service provided by Informatics Corporation of America (“**ICA**”) under a Software License and Services Agreement (as amended from time to time, the “**ICA Agreement**”); and

**C. Whereas**, Participant desires to participate in the Exchange, in accordance with the terms and conditions of this Agreement; **NOW THEREFORE**, in consideration of the Recitals stated above and the following terms and conditions, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS AND CONDITIONS OF PARTICIPATION

#### 1.0 GENERAL TERMS.

**1.1 Defined Terms.** Capitalized terms in this Agreement, including Exhibits and Attachments hereto shall have the definitions stated in Section 12 or elsewhere in this Participation Agreement or the Business Associate Agreement (Exhibit A), or as defined in the HIPAA Regulations.

**1.2 Related Parties.** As used herein, “**Related Parties**” means, with respect to a Party, such Party’s Affiliates, and such Party’s and its Affiliates’ Authorized User(s), directors, officers, employees, agents, and independent contractors.

**1.3 Incorporation of Exhibits, Policies and Procedures; System Requirements and Security Requirements.** The Policies and Procedures, the System Requirements, and the Security Requirements (collectively, the “**Participation Requirements**”) are incorporated in this Agreement as if fully set forth. Participant shall comply with the Participation Requirements. Exhibits A through H are attached and incorporated herein by reference. SACVALLEY MEDSHARE will provide Participant with a hard copy of the Participation Requirements within five (5) business days of a written request therefor. SACVALLEY MEDSHARE may change the Participation Requirements, in its reasonable discretion, at any time, and the change or modification shall be deemed effective and binding upon Participant upon not less than thirty (30) days’ Notice, which Notice will include a hard copy of such changes or modifications. In the event SACVALLEY MEDSHARE adopts a new, or modifies an existing, Participation Requirement (including as necessary to comply with Applicable Law) in a way that materially changes Participant’s obligations, Participant’s rights, Participant’s potential exposure to liability or damage, or Participant’s ability to participate in the Exchange (each of which will be deemed to constitute a material change) then Participant may terminate this Agreement under Section 2.3. It is the Participant’s responsibility to keep informed of and compliant with new laws and amendments to Applicable Law, and to the Participation Requirements.

**1.4 NP Participants.** SACVALLEY MEDSHARE shall ensure that each NP Participant enters into a Participation Agreement that contains substantially the same terms as the Participation Agreements of similarly situated NP Participants (as well as Participant, if similarly situated), and requires the NP Participant to adhere to uniform standards for Data privacy, security and use; it being acknowledged, however, that NP Participants will have varying ability to contribute Data.

#### 2.0 TERM AND TERMINATION.

**2.1 Initial Term.** The initial term of this Agreement (the “**Initial Term**”) shall commence on the Effective Date and terminate on the following December 31 (the “**Termination Date**”) unless terminated early or renewed as provided herein.

**2.2 Renewal Term.** Unless SACVALLEY MEDSHARE has ceased to make the Exchange available and no longer makes it available to any party, upon Participant’s request, this Agreement shall be renewed for successive additional one-year renewal terms (“**Renewal Terms**”). Sixty (60) days prior to the end of the Initial Term and each Renewal Term of the Participation Agreement, SACVALLEY MEDSHARE shall send a new Exhibit B to the Participant. Any changes to fees in such Exhibit B are subject to Section 3.2. If Participant does not provide a notice of non-renewal to SACVALLEY MEDSHARE on or before the date thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, this Agreement will automatically renew for a Renewal Term.

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

**2.3 Termination for Cause.** Except as otherwise set forth in Exhibit A (Business Associate Agreement), Either Party may terminate this Agreement early, upon not less than sixty (60) days' Notice, as follows:

- (i) Participant may terminate if Participant objects (A) to a material change to the Participation Requirements, which are adopted by SACVALLEY MEDSHARE following the Effective Date, (B) to any change in fees pursuant to Section 3.1 and 3.2, (C) to any change to the System Requirements, and/or (D) to the terms of any third-party license agreement with which Participant is required to comply under Section 5.1.
- (ii) either Party may terminate if the other Party fails to cure a material breach of this Participation Agreement within thirty (30) days of receipt of notice specifically describing the breach, or
- (iii) either Party may terminate if the other Party commits a Serious Breach of Privacy or Security, or
- (iv) either Party may terminate if the other Party fails to cure a material breach of the Business Associate Agreement within thirty (30) days after notice thereof, or
- (v) either Party may terminate if such Party determines that its continued participation in this Agreement would cause it to violate any Applicable Law, or would place it at material risk of suffering any sanction, penalty, or liability.

**2.4 Termination without Cause.** Notwithstanding anything to the contrary contained elsewhere in this Agreement and Exhibits, Participant has the right to terminate the Agreement without cause at any time, upon not less than thirty (30) days' Notice.

**2.5 Effect of Termination.** Access to the Exchange shall cease immediately upon termination of this Agreement. Notwithstanding termination, neither Participant nor SACVALLEY MEDSHARE shall be relieved of their duties and obligations to protect the privacy of, and secure, store and maintain records of (as applicable), the transmission of Data occurring prior to termination.

### 3.0 FEES AND PAYMENT.

**3.1 Participation Fees.** As consideration for the right to access the Exchange through the Hosted System, Participant shall pay "Participation Fees" in the total amount indicated in Exhibit B. The initial Participation Fee (as specified in Exhibit B) shall be due upon execution of this Agreement. Unless otherwise provided herein or in Exhibit B, annual Participation Fees for the Initial Term shall be due quarterly in advance, commencing upon the Effective Date, and annually starting on January 1 of the next calendar year and each January 1 thereafter. Participant may withhold payment of amounts subject to good faith dispute. Participant shall bear all costs and expenses incurred by it in connection with its Participation and performance under this Agreement.

**3.2 Changes to Fees.** Subject to the terms of this Section 3.2 and subject to Participant's right of termination under Section 2.3, SACVALLEY MEDSHARE reserves the right to determine in its reasonable discretion the appropriate fee structure and to change the formula for calculating Participation Fees i.e. the amount of the annual fee, by giving Participant notice of the change and the new annual Participation Fee in accordance with Section 2.2, not less than sixty (60) days prior to the termination of the then current Initial Term or Renewal Term. If SACVALLEY MEDSHARE desires to increase any fees payable by Participant, SACVALLEY MEDSHARE must ensure that the increase applies equally to Participant and all similarly-situated NP Participants (both current and future).

### 4.0 CONDITIONS AND LIMITATIONS ON PARTICIPATION IN THE EXCHANGE.

**4.1 Right to Access the Exchange.** Participant is hereby granted access to and the right to use the Exchange for Permitted Uses (described below). Participant will perform its obligations under the terms and conditions of this Participation Agreement, the Business Associate Agreement (Exhibit A), and the Participation Requirements and will register its Authorized User(s) with the Exchange.

#### 4.2 Scope of Participation / Use of Data by Participant.

**4.2.1 Minimum Necessary Use of Data.** The scope of Participant's participation in the Exchange shall correspond:

- (i) subject to Section 4.2.3, to a level that ensures that Participant is able to transmit Data to, and/or retrieve Data from the Exchange, and use, view or disclose such Data for a Permitted Use, and
- (ii) to the minimum extent necessary to limit unnecessary or inappropriate access to and disclosure of PHI in accordance with the Policies and Procedures and Applicable Law.

**4.2.2 Participant Use.** Except as otherwise provided herein, Participant shall only use the Exchange and Data within the Exchange for a Permitted Use. A "Permitted Use" means, and is limited to:

- (i) patient treatment and/or obtaining payment for treatment, and

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

(ii) once Data has been obtained from the Exchange for a purpose described in clause “(i)” above, any other lawful purpose.

The foregoing does not preclude a Participant from using Data pertaining to an individual with whom Participant has a patient relationship for any lawful purpose. The Parties acknowledge that once a Participant has obtained Data through the Exchange for a purpose described in clause “(i)” above, the Data is not subject to the restrictions of this Agreement, and may be used by the Participant for any lawful purpose.

**4.2.3 Contribution of Data by Participant.** Participant shall provide data to the Exchange as specified in Exhibit C.

### **4.3 Permitted Use of Data by SacValley MedShare.**

**4.3.1** The Parties acknowledge and agree that SACVALLEY MEDSHARE is a Business Associate; it is not a Health Care Provider. SACVALLEY MEDSHARE has no ownership interest in Data or derivatives thereof. Except as specified herein, SACVALLEY MEDSHARE does not make any warranties or representations whatsoever about the Data, and hereby expressly disclaims any and all warranties or representations of any kind including, but not limited to warranties and representations relating to the quality, accuracy, completeness or relevancy of the Data. The Data from NP Participants will be made available to Participant only if, when, and to the extent it is provided by such NP Participant to the Exchange.

**4.3.2** Notwithstanding the foregoing, SACVALLEY MEDSHARE shall make reasonable and appropriate efforts to:

- (i) accurately represent and communicate Data it receives from the Exchange Community; and,
- (ii) perform SACVALLEY MEDSHARE’s functions with respect to aggregation of Data pertaining to a Patient in the LPR with a reasonable degree of accuracy for the benefit of Participant and NP Participants. SACVALLEY MEDSHARE shall promptly notify the Exchange Community of any inaccuracies in Data provided through the Exchange. SACVALLEY MEDSHARE shall not directly access or use the Data, and instead all access to Data is limited to access by ICA, subject to Section 7.4. SACVALLEY MEDSHARE shall permit ICA to use the Data only to provide the Hosted Services and support the Exchange as set forth in this Agreement.

**4.3.3** SACVALLEY MEDSHARE may disclose Patient Data placed in or made available through the Exchange by Participant to any health plan (as defined in the HIPAA Regulations) for purposes of payment (as defined in the HIPAA Regulations). As permitted by the HIPAA Regulations at 45 CFR § 164.514(d)(3)(iii)(B), in making such disclosures SACVALLEY MEDSHARE may rely on the disclosure requested by the health plan as the minimum necessary information for the purpose for which it is requested.

**4.3.4** Any provision of the Participation Agreement (including the Business Associate Agreement attached thereto as Exhibit A) to the contrary notwithstanding, SACVALLEY MEDSHARE may:

- (i) use Patient Data placed in or made available through the Exchange by Participant to provide data aggregation services (as defined in the HIPAA Regulations) to Participant and other participants in the Exchange; and
- (ii) de-identify Patient Data placed in or made available through the Exchange by Participant, by aggregation or otherwise in accordance with the HIPAA Regulations, and use or disclose such de-identified data without restriction; provided that, except with the prior written approval of the Participant or as otherwise permitted by this Agreement, SACVALLEY MEDSHARE shall not disclose to anyone other than the Participant aggregate data that is identifiable with or attributable to the Participant or, if the Participant is a member of a health system, to the Participant’s health system.

### **4.4 Participation with Other Health Information Exchanges**

**4.4.1 Sequoia Project.** SACVALLEY MEDSHARE will use reasonable efforts, in consultation and cooperation with Participant, to become a participant in The Sequoia Project (at [www.sequoiaproject.org](http://www.sequoiaproject.org)), eHealth eXchange, and to permit the exchange of Data in accordance with the standards of the Sequoia Project as soon as possible following the Effective Date. Based on the foregoing, when SACVALLEY MEDSHARE becomes a participant in The Sequoia Project, unless the Participant is itself a direct participant in The Sequoia Project, the Participant agrees to comply with the following provisions of the Sequoia Project Data Use and Reciprocal Support Agreement (DURSA), as amended from time to time: Participant shall (i) comply with all applicable law; (ii) reasonably cooperate with SACVALLEY MEDSHARE on issues related to the DURSA; (iii) Transact message content only for a permitted purpose; (iv) use message content received from another Participant in accordance with the terms and conditions of the DURSA; (v) within three (3) days after determining that a breach occurred, report the breach to SACVALLEY MEDSHARE; and (vi) refrain from disclosing to any other person any passwords or other security measures issued to the Participant by SACVALLEY MEDSHARE.

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

**4.4.2. Reciprocal Agreements.** SACVALLEY MEDSHARE may enter into agreements for the reciprocal exchange of Participant's health information with other Health Information Exchanges (each such agreement, a "DURSA"), provided that each DURSA complies in substance with the following provisions, at a minimum:

(a) Limitation on Use. The DURSA restricts the uses for which the other Health Information Exchange may request health information from SACVALLEY MEDSHARE to Permitted Purposes, as defined in the SACVALLEY MEDSHARE Participation Agreement.

(b) Authority to Request and Disclose Data. The other Health Information Exchange represents (i) that its participants are health care providers or are otherwise eligible to receive and disclose health information for Permitted Purposes, and (ii) that the other Health Information Exchange has valid agreements with its participants under which it is authorized by them to request, receive and disclose health information on their behalf.

(c) Privacy and Security. The other Health Information Exchange agrees:

(i) that it will not use or disclose health information received from SACVALLEY MEDSHARE for any purpose not permitted by the DURSA (i.e., for any purpose that is not a Permitted Purpose under the SACVALLEY MEDSHARE Participation Agreement);

(ii) that it will maintain a secure environment in compliance with the requirements of the HIPAA Security Rule (45 CFR Parts 160 and 164, Subpart C), including effective processes to authenticate its participants and their authorized users;

(iii) that it will promptly report to SACVALLEY MEDSHARE any breach of unsecured protected health information in accordance with the requirements of the Data Breach Notification Rule (45 CFR Parts 160 and 164, Subpart C); and

(iv) that it will otherwise comply with all applicable laws and regulations relating to the privacy, security, use and disclosure of health information received from SACVALLEY MEDSHARE.

**4.5 Disclosure to Coroners and Medical Examiners.** In addition to the purposes set forth in Section 4.2 and Section 4.3 of the Participation Agreement, SACVALLEY MEDSHARE may disclose health information contributed to the Exchange by Participant covered entity to coroners and medical examiners for the purpose of identifying a deceased person, determining a cause of death, or other duties of the coroner or medical examiner as authorized by law, as permitted by 45 CFR § 164.512(g)(1).

**4.6 Disclosure to Public Health Authorities.** In addition to the purposes set forth in Section 4.2 and Section 4.3 of the Participation Agreement, SACVALLEY MEDSHARE may disclose health information contributed to the Exchange by Participant covered entity to public health authorities that are authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions, as permitted by 45 CFR § 164.512(b)(1)(i).

**4.7 Disclosure Pursuant to Authorization.**

**4.7.1 Disclosure.** In addition to the purposes set forth in Section 4.2 and Section 4.3 of the Participation Agreement, SACVALLEY MEDSHARE may disclose health information contributed to the Exchange by Participant pursuant to and as permitted by an individual authorization that complies with the requirements of applicable law and regulation, including the HIPAA Regulations and the California Confidentiality of Medical Information Act.

**4.7.2 Verification of Authorization.** SACVALLEY MEDSHARE and the Participant will review the form or forms of authorization to be used by the requesting party, and will agree upon (i) an acceptable form of authorization, and (ii) a dataset that may be released pursuant to the approved form of authorization. SACVALLEY MEDSHARE may rely upon a representation of the requester that it has obtained an authorization from the individual in the approved form, that the authorization has not expired, and that it has the authorization on file and will make it available to SACVALLEY MEDSHARE and the Participant upon request. SACVALLEY MEDSHARE will conduct a periodic, retroactive review of a sample of the authorizations obtained by the requester, and shall notify the Participant if it appears that any release was not authorized. SACVALLEY MEDSHARE shall have no liability whatever to Participant for any release made in accordance with this section, even if it is determined that the release was not in fact authorized.

**4.7.3 Maintenance of Authorizations.** SACVALLEY MEDSHARE will obtain copies of all authorizations pursuant to which it releases Participant's health information, and will maintain them and make them available to Participant for six (6) years following the release.

**4.7.4 Fee.** SACVALLEY MEDSHARE may receive a reasonable cost-based fee from the requesting party to cover the cost of preparing and transmitting the information provided pursuant to section 4.7 of this agreement, or such other fee as may be permitted by applicable law and regulation

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

### 5.0 SOFTWARE LICENSE/ACCESS TO HOSTED SYSTEM.

**5.1 License to Use Software and Hosted System.** SACVALLEY MEDSHARE grants to Participant for the Term, a royalty-free, non-exclusive, nontransferable, non-assignable, non-sub-licensable, and limited right for Participant and its Authorized Users to use the Software and access the Hosted System for the sole purpose of participating in the Exchange pursuant to this Participation Agreement. Participant acknowledges that the Software may have been licensed to SACVALLEY MEDSHARE by third parties. This license includes any additional software developed by or for SACVALLEY MEDSHARE for the security, privacy and exchange of Data through the Hosted System. Such new or revised Software shall automatically become subject to this Agreement and available to Participant upon its installation or incorporation into the Hosted System. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SOFTWARE IS LICENSED "AS IS" AND SACVALLEY MEDSHARE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

**5.2 Software/Hardware System.** SACVALLEY MEDSHARE will provide, and Will Cause (as defined in Section 12.1) ICA to provide, a secure viewer web-based application to Participant to securely retrieve and view the Data provided, Participant has access to an Internet connection and an Internet browser with computer equipment and software (other than the SACVALLEY MEDSHARE HIE Software) that meets or exceeds the minimum configuration requirements ("System Requirements") set forth on Exhibit D, which may be amended or supplemented from time to time, subject to Participant's right of termination under Section 2.3.

**5.3 Participant's Computer System Security Requirements.** At all times, Participant, at its sole cost and expense, shall establish, implement and update its internal security system, specifications and procedures for its computer servers, software and internet connections so that they meet or exceed the "Security Requirements" set forth on Exhibit E, which may be amended or supplemented as provided in Section 1.3.

**5.4 Participant's Limited Use of the Software, Hosted System; Documentation.** Participant shall not (and it shall not permit its Authorized Users to):

- (i) attempt to interfere with or disrupt the Hosted System;
- (ii) sell, assign, rent, lease, resell, license, sub-license or otherwise provide access to or distribute the Software or the Hosted System or documentation to anyone other than its Authorized Users;
- (iii) use the Software, Hosted System or Documentation for the purposes of providing commercial data processing services, such as commercial use in a service bureau, timesharing, remote batch, or similar commercial operation, to third parties;
- (iv) by reverse engineering or other process(es) create or attempt to create, or permit others to create or attempt to recreate the Software or the Hosted System;
- (v) copy, modify, or distribute any portion of the Software, the Hosted System or any Documentation (except for internal use) related to the Software or the Hosted System;
- (vi) transfer or assign any of its rights hereunder;
- (vii) create any derivative works based on the Software, Hosted System or documentation (except for internal use);
- (viii) export, re-export, divert or transfer the Software, Hosted System or documentation outside the United States; or
- (ix) remove the trademark, copyright, trade secret or other proprietary legends or notices which appear on or in the Software.

Notwithstanding anything to the contrary, none of the restrictions set forth above are applicable to a Health Care Provider Participant's own Data or Data to which such Health Care Provider Participant has rightful access, including Data pertaining to an individual with whom Participant has a patient relationship.

**5.5 Consents and Notices.** Participant will modify or update its notice of privacy practices as may be necessary to reflect Participant's participation in the Exchange.



## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

**5.6 Use in Compliance with Applicable Laws.** Each Party agrees to use the Software only in compliance with all Applicable Laws and shall take no actions with the Software that would cause the other Party to be in violation of any Applicable Laws.

**5.7 Ownership.** Participant acknowledges that title to all copies of the Software and Software related Documentation provided by SACVALLEY MEDSHARE and all modifications thereto and derivative works thereof, including all intellectual property rights therein, shall remain exclusively with SACVALLEY MEDSHARE and its licensors, and Participant, NP Participants and Authorized Users are entitled solely to a nonexclusive license to use the Software. Participant acknowledges that the Software and Documentation are the confidential and proprietary property of SACVALLEY MEDSHARE or its licensors.

### 6.0 EXCHANGE SERVICES AND OPERATIONS

**6.1 Exchange Operations.** SACVALLEY MEDSHARE will maintain and operate the Hosted System and limit access to Participant and NP Participants. SACVALLEY MEDSHARE may contract with subcontractors to maintain and upgrade the Software or the Hosted System from time to time, operate the Exchange, and provide support services, among other things. In each such case, SACVALLEY MEDSHARE will require its subcontractors to:

- (i) maintain the confidentiality of all Data and other proprietary information relating to Participant,
- (ii) execute a Business Associate Agreement whenever such person or entity may have access to, view, receive, transmit or disclose PHI, and
- (iii) comply with Applicable Laws.

**6.2 Exchange Availability.** SACVALLEY MEDSHARE will, and Will Cause ICA to, provide Participant with access to the Exchange 24 hours per day, 7 days a week, in accordance with Exhibit H. SACVALLEY MEDSHARE will, to the extent reasonably possible, (except in the event of an emergency), provide advance written notice of downtime(s) by sending Participant a downtime alert by email.

**6.3 Support Services.** SACVALLEY MEDSHARE will provide first level support services ("Support Services") to assist Participant with registering and training Authorized Users to use the Exchange (the "Exchange Helpdesk") as set forth in Exhibit F. For all other technical support, SACVALLEY MEDSHARE Will Cause ICA to respond and act in accordance with Exhibit F.

**6.4 Data Exchange Records.** SACVALLEY MEDSHARE will maintain records of the dates, times and the specific patient health records accessed by Authorized Users in each Data exchange as set forth in its Policies and Procedures. SACVALLEY MEDSHARE shall not maintain patient health records or review or inspect the content of PHI or the content of Data exchanged through the Exchange for accuracy, completeness or for any purpose, other than as provided in this Agreement or for a Permitted Use as provided above or in the Business Associate Agreement.

**6.5 Disaster Recovery.** SACVALLEY MEDSHARE will cooperate with the Exchange Community in restoring the Hosted System, and retrieving lost, or corrupted Data in the event of Force Majeure, Breach or Security Incident in accordance with ICA's established recovery plan and policies and procedures.

**6.6 Other Services.** SACVALLEY MEDSHARE's services include each of the following:

- (a) establishing Policies and Procedures and applying standards for use and exchange of Data;
- (b) maintaining Data (and SACVALLEY MEDSHARE Will Cause ICA to maintain Data) in the performance of SACVALLEY MEDSHARE's services;
- (c) conducting accurate record matching for Data contributed by Participant and/or NP Participants and creating and maintaining a single LPRs for each Patient for whom Data has been contributed by one or more Participant and/or NP Participant; and
- (d) performing other services, tasks, and responsibilities as reasonably requested by Participant and accepted by SACVALLEY MEDSHARE relating to SACVALLEY MEDSHARE's performance under this Agreement.

### 7.0 WARRANTIES AND REPRESENTATIONS

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

**7.1 Registration and Compliance with Policies and Procedures, and Applicable Laws.** Participant warrants and represents that it will not access the Exchange unless and until it has registered its Authorized User(s), and complied with SACVALLEY MEDSHARE Participation Requirements, the Business Associate Agreement, and all Applicable Laws, as amended from time to time.

**7.2 Patient Notice and Consent for Data Access.** Participant agrees to include in its notice of privacy practices under HIPAA that Patient Data will be provided to an HIO. Patient Data will be made available by the HIO to others involved in the patient's treatment, unless the Patient that is the subject to the Data chooses to opt-out of allowing access. Opt-out forms can be found on the SACVALLEY MEDSHARE website (<http://sacvalleyms.org/>).

**7.3 Authorized Users.** Participant will use reasonable efforts to cause its Authorized Users to have the appropriate qualifications and training necessary as set out in the Policies and Procedures to access and use the Hosted System and to use the Hosted System in accordance with the System Requirements. Notwithstanding the foregoing, if any changes are made to the Hosted System or the System Requirements, Participant will have a reasonable period of time (not less than thirty (30) days) after Participant receives Notice of such change to comply with the foregoing requirements.

**7.4 Privacy and Security of Data.**

**7.4.1. Generally.** At all times, Participant and SACVALLEY MEDSHARE shall implement and maintain internet and operational safeguards and procedures to ensure the privacy, security, and accuracy of Data, in compliance with this Participation Agreement, the Business Associate Agreement, Participation Requirements, and all Applicable Laws. SACVALLEY MEDSHARE shall access, communicate, and make use of Data or any derivatives thereof only as set forth in Section 4.3.2. Participant shall authenticate and protect the login information of its Authorized Users.

**7.4.2 Reporting Breaches; Reports.** Without limiting any Business Associate Agreement entered into in connection with this Agreement, SACVALLEY MEDSHARE and Participant shall report to the other any of the following, of which Participant or SACVALLEY MEDSHARE (as applicable) becomes aware, in each case if related to or affecting Patient Data submitted by Participant to the Exchange or the manner in which Participant issues and manages login credentials for the Hosted System: (a) use or disclosure of Patient Data not provided for by this Agreement, (b) any Security Incident concerning electronic Patient Data, and (c) any Serious Breach of Privacy or Security. This report shall be made without unreasonable delay and in no case later than twenty-four (24) hours after the Party becomes aware of the use, disclosure, incident, or breach.

**7.4.3. Safeguarding Patient Data.** SACVALLEY MEDSHARE shall, Will Cause (as defined in Section 12.1) ICA to, and shall cause its other Related Parties to, comply with the requirements set forth in the attached Exhibit G.

**7.4.4 Access to Data.** Each of Participant and SACVALLEY MEDSHARE represents and warrants that it is authorized to access, and to provide access, to Patient Data that such party accesses, or to which such party provides access, under this Agreement. Notwithstanding anything to the contrary, SACVALLEY MEDSHARE represents, warrants, and covenants that neither SACVALLEY MEDSHARE nor any of SACVALLEY MEDSHARE's personnel or contractors, other than ICA, will directly access any Patient Data in the Exchange or Hosted System, except with the written consent of the Participant that provided that Patient Data.

**7.5 System Operations, Systems Necessary to Participate in Exchange.** Participant, at its own expense, will obtain, install, and maintain the computer equipment, software, services and testing necessary to effectively and reliably provide Data to and access Data in the Exchange, as specified in the System Requirements.

**7.6 Documentation of Information for Patient Health Care; Record Retention; Storage and Backup.** Participant, at its own expense, shall arrange for and maintain secure storage and backup of all Data it transmits to, or that it accesses through the Exchange if and as required by Applicable Law.

**8.0 WARRANTY DISCLAIMER; RELEASE OF LIABILITY.**

**8.1 Exercise of Independent Professional Judgment.** Participant acknowledges that the Exchange is not a substitute for the exercise of Participant's or its Authorized Users' own professional medical judgment. Subject to SACVALLEY MEDSHARE's obligations under this Agreement to communicate Data as set forth herein, Participant and its Authorized

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

Users are responsible for confirming the integrity of all Data and for the use or omission of such Data in connection with a patient's Health Care. Notwithstanding the foregoing, SACVALLEY MEDSHARE will, and Will Cause ICA to, at all times use industry-standard measures to ensure data integrity and conduct industry-standard record matching.

**8.2 NP Participants' Use of Participant's Data.** Participant acknowledges that NP Participants will participate in the Exchange, and Participant hereby consents to the access, use, and retrieval of Data by NP Participants in the Exchange in accordance with Applicable Law and this Agreement. SACVALLEY MEDSHARE will require such NP Participants to comply with the Policies and Procedures and the same Security Requirements and System Requirements as Participant. Notwithstanding the foregoing, Participant acknowledges that SACVALLEY MEDSHARE does not warrant the accuracy, completeness or security of Data (in the form provided to SACVALLEY MEDSHARE) exchanged by NP Participants.

### **8.3 Release of Liability.**

**8.3.1.** EXCEPT AS EXPRESSLY STATED HEREIN, THE EXCHANGE, THE HOSTED SYSTEM, THE SACVALLEY MEDSHARE SOFTWARE AND THE DATA ARE PROVIDED TO PARTICIPANT BY SACVALLEY MEDSHARE, "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY. SUBJECT TO THE TERMS OF THIS AGREEMENT, USE OF THE INTERNET, CARRIER LINES, SACVALLEY MEDSHARE SOFTWARE, THE HOSTED SYSTEM, THE EXCHANGE AND THE DATA DISCLOSED TO PARTICIPANT THROUGH THE EXCHANGE IS AT THE PARTICIPANT'S SOLE RISK AND EXPENSE.

PARTICIPANT HEREBY EXPRESSLY RELEASES SACVALLEY MEDSHARE OF AND FROM ALL LIABILITY OF ANY KIND, UNDER ANY THEORY, FOR OR RELATING TO ANY CLAIM WHETHER BROUGHT BY PARTICIPANT OR A THIRD PARTY, ARISING OUT OF OR RELATING TO:

- (1) THE USE AND DISCLOSURE OF DATA BY PARTICIPANT AND/OR NP PARTICIPANTS;
- (2) THE SECURITY OR RELIABILITY OF PARTICIPANT'S AND/OR NP PARTICIPANTS' INTERNET CONNECTIONS TO THE HOSTED SYSTEM, OR
- (3) THE ACCURACY, COMPLETENESS, RELEVANCE, OR DISCLOSURE OF DATA MADE AVAILABLE TO PARTICIPANT AND OTHERS VIA THE EXCHANGE.

EXCEPT AS PROVIDED IN SECTION 8.3.2, IN NO EVENT SHALL SACVALLEY MEDSHARE OR PARTICIPANT BE LIABLE, REGARDLESS OF THEORY, FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY, ANY GOVERNMENTAL, AGENCY, AND/OR REGULATORY FINES OR COSTS, OR OTHER INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER OR NOT THE OTHER PARTY OR PARTICIPANT (AS APPLICABLE) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. FOR THE AVOIDANCE OF DOUBT, ANY DAMAGES AWARDED TO A THIRD PARTY FOR WHICH PARTICIPANT OR SACVALLEY MEDSHARE IS OBLIGATED TO PAY UNDER SECTION 9.0, SHALL BE DEEMED TO BE DIRECT DAMAGES REGARDLESS OF HOW SUCH DAMAGES ARE CHARACTERIZED BY THE COURT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, EXCEPT AS SPECIFIED IN SECTION 8.3.2, THE AGGREGATE LIABILITY OF SACVALLEY MEDSHARE AND ITS RELATED PARTIES AND PARTICIPANT AND ITS RELATED PARTIES, IF ANY, REGARDLESS OF THEORY OF LIABILITY, OR CHARACTERIZATION OF DAMAGES, SHALL BE LIMITED TO THE AGGREGATE FEES ACTUALLY PAID BY PARTICIPANT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM.

**8.3.2. EXCEPTIONS.** THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTION 8.3.1 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES ATTRIBUTABLE TO INTENTIONAL TORTS, UNLAWFUL CONDUCT OR GROSS NEGLIGENCE; (B) AMOUNTS FOR WHICH A PARTY IS RESPONSIBLE UNDER SECTION 9.1; (C) THIRD PARTY CLAIMS THAT ARE THE SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 9.2; (D) BREACHES OF SECTION 10; OR (E) INTENTIONAL MISAPPROPRIATION OR INTENTIONAL INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS.

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

### 9.0 INDEMNIFICATION.

#### 9.1 Indemnification for Data Breaches.

**9.1.1.** If, as the result of any act or omission of SACVALLEY MEDSHARE or any Related Party of SACVALLEY MEDSHARE, a person is required to be notified of unauthorized access, disclosure, or use of the person's personal information, SACVALLEY MEDSHARE shall bear and pay, and compensate and reimburse Participant for, all costs associated with such notification and related communication and for the costs of providing any legally required credit monitoring and identity theft protection service to the affected person.

**9.1.2.** If, as the result of any act or omission of the Participant or any Authorized User of the Participant, a person is required to be notified of unauthorized access, disclosure, or use of the person's personal information, the Participant shall bear and pay, and compensate and reimburse the person required to make the notification for, all costs associated with such notification and related communication and for the costs of providing any legally required credit monitoring and identity theft protection service to the affected person. This Section 9.1.2 shall be for the benefit of SACVALLEY MEDSHARE and any NP Participant legally required to make such notification.

**9.2 Indemnification for Third-Party Claims.** SACVALLEY MEDSHARE and Participant (each, the "Indemnitor") shall indemnify, defend and hold SACVALLEY MEDSHARE, SACVALLEY MEDSHARE's Related Parties, Participant, Participant's Related Parties, Participant's Authorized User(s) and/or NP Participants together with their Related Parties (as applicable, the "Indemnitee") harmless from and against any and all:

- (i) costs of defense as they are incurred, in any action or proceeding, including the fees of professionals and attorneys,

- (ii) damages (including punitive damages) awarded in a final judgment in any litigation, arbitration or administrative proceeding, or

- (iii) any other expense reasonably incurred by the Indemnitee,

in the case of each of "(i)" through "(iii)" arising out of or resulting from a claim against the Indemnitee by a third party (a "Claim") based on:

- (a) the Indemnitor's breach of this Agreement, the Business Associate Agreement, or the Participation Requirements, or

- (b) the Indemnitor's negligent or willful acts or omissions resulting in damages for personal injury (including death), or

- (c) in the case of SACVALLEY MEDSHARE as Indemnitor, a Breach or Security Incident involving such third party's ePHI while being transmitted through or stored in the Hosted System.

- (d) in the case of Participant as Indemnitor, (i) a Breach or Security Incident caused by Participant's failure to secure its login credentials for the Hosted System in accordance with this Agreement or (ii) unauthorized access to ePHI by employees of Participant while such ePHI is being transmitted through or stored in the Hosted System.

**9.3 ICA Indemnification.** Participant agrees that, to the extent any indemnification obligation of SACVALLEY MEDSHARE is attributable to the acts or omissions of ICA, SACVALLEY MEDSHARE shall be liable to Participant only to the extent of the combined contributions of (a) any indemnification available from ICA for SACVALLEY MEDSHARE or the Participant under the ICA Agreement, and (b) the proceeds of any insurance available to SACVALLEY MEDSHARE in connection with the indemnification obligation.

**9.4 Additional Requirements.** Indemnification of the costs and expenses of defense shall include payment of all costs as they are incurred that are associated with defending the Claim or cause of action involved, whether or not such Claims or causes of action are meritorious, including reasonable professionals' and attorneys' fees and any settlement by or judgment against the Indemnitee. The Indemnitee shall give Indemnitor prompt written notice of any Claim asserted against the Indemnitee, however, the failure to provide such Notice shall not relieve the Indemnitor of its obligations hereunder, except to the extent a Court of competent jurisdiction determines such failure materially and adversely prejudiced the Indemnitor. Upon receipt of such notice, the Indemnitee shall tender defense to the Indemnitor, who shall, at its sole cost

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

and expense, retain legal counsel and defend the Indemnitee with counsel reasonably satisfactory to Indemnitee. The Indemnitor may not settle such litigation or proceeding without the express consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned or delayed. The provisions set forth herein for indemnity, as to third parties, shall not serve as a waiver of any defense or immunity otherwise available and shall not preclude the Indemnitor from asserting every defense or immunity that the Indemnitor could assert on its own behalf. All remedies provided by law, or in equity shall be cumulative and not in the alternative.

### 10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION.

**10.1 Definition.** It is anticipated that, in the performance of their respective roles in the Exchange, SACVALLEY MEDSHARE and Participant will exchange Confidential Information. “**Confidential Information**” means any non-public, proprietary or sensitive information (or materials) belonging to or in the possession or control of a Party that is disclosed or made available to the other Party in connection with this Agreement and that is either marked or identified in writing as confidential, proprietary, secret or with another designation sufficient to give notice of its sensitive nature, or is of a type that a reasonable person would recognize it to be commercially sensitive. Confidential Information includes, but is not limited to, each Party’s trade secrets, business plans, marketing plans, know how, data, contracts, documents, scientific and medical concepts, costs, financial information, profits and billings, and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives, and agreements of a Party and any of its departments or agencies, whether written or verbal. Confidential Information does not, however, include any information that a Party demonstrates: (a) is in the public domain; (b) is already known or obtained by that Party other than in the course of the Exchange; (c) is independently developed by that Party; and/or (d) becomes known to that Party from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of this Agreement by that Party. Confidential Information also shall not include any PHI.

**10.2 Nondisclosure.** SACVALLEY MEDSHARE and Participant each shall keep and maintain in strict confidence all Confidential Information received from each other and/or from NP Participants (as applicable, the “**Disclosing Party**”), or any of the Disclosing Party’s officers, employees, attorneys, accountants or other agents or representatives, or of any of the Disclosing Party’s departments or agencies, in connection with participation in the Exchange, and shall not use, reproduce, distribute or disclose any such Confidential Information, and shall prevent its agents, representatives and employees from making any such use, reproduction, distribution or disclosure, except to those employees, attorneys, accountants or other agents or representatives directly involved in the conduct of the Exchange, unless specifically authorized in writing by the Disclosing Party. Notwithstanding the foregoing, Participant and NP Participants may share SACVALLEY MEDSHARE’s Confidential Information with one another to the extent reasonably required for collaboration between or among them. On request, either Party shall restore to the Disclosing Party all copies of the Disclosing Party’s Confidential Information in its possession or under its control and in whatever form and all materials developed based on the Disclosing Party’s Confidential Information. Neither Party shall have any proprietary interest in any materials derivative of the other Party’s Confidential Information.

**10.3 Equitable Remedies.** All Confidential Information represents a unique intellectual product of its owner. The unauthorized disclosure of said Confidential Information would have a detrimental impact upon its owner, and the damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable loss, and it would require a multiplicity of actions at law and in equity in order to seek redress against the receiving party in the event of an unauthorized disclosure. The owner of Confidential Information shall be entitled to equitable relief in preventing a breach of this Agreement and that such equitable relief is in addition to any other rights or remedies available to such owner.

**10.4 Notice of Disclosure.** Notwithstanding any other provision hereof, nothing in this Agreement shall prohibit or be deemed to prohibit a Party from disclosing any Confidential Information (or any other information the disclosure of which is otherwise prohibited hereunder) to the extent that such Party becomes legally compelled to make such disclosure by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction, and such disclosures are expressly permitted hereunder, provided, however, that a Party that has been requested or becomes legally compelled to make a disclosure otherwise prohibited hereunder by reason of a subpoena or order of a court,

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

administrative agency or other governmental body of competent jurisdiction shall provide the other Party with notice thereof within five (5) calendar days, or, if sooner, at least three (3) business days before such disclosure will be made so that the other Party may seek a protective order or other appropriate remedy. In no event shall a Party be deemed to be liable hereunder for compliance with any such subpoena or order of any court, administrative agency or other governmental body of competent jurisdiction.

**10.5 Patient Data.** As between the Parties, Participant is the sole and exclusive owner of any and all updates or modifications to or derivatives of any of the Patient Data provided by Participant ("**Participant Patient Data**"), which updates, modifications, or derivatives are made by or for SACVALLEY MEDSHARE, and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. All such updates, modifications, and derivatives constitute Participant Patient Data hereunder. To the extent SACVALLEY MEDSHARE at any time has any rights in or to any Participant Patient Data (including intellectual property rights), SACVALLEY MEDSHARE hereby assigns to Participant all such rights. Upon Participant's request any time (including in connection with investigations, audits, and compliance with Applicable Laws) and at the end of the Term to which such Participant Patient Data pertains, SACVALLEY MEDSHARE shall promptly provide to Participant, at no additional charge, an electronic copy of all Participant Patient Data, and all other Patient Data pertaining to Patients attributable to Participant, in the format and with the file layouts reasonably requested by Participant, provided that SACVALLEY MEDSHARE is reasonably capable of producing the data in that format and layout. If Participant requests at any time, SACVALLEY MEDSHARE shall destroy all copies of Participant Patient Data in SACVALLEY MEDSHARE's possession or control. SACVALLEY MEDSHARE shall not use Patient Data for any purpose other than that of rendering services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit Patient Data. SACVALLEY MEDSHARE shall not possess or assert any lien or other right against or to Patient Data. SACVALLEY MEDSHARE Will Cause ICA to comply with and perform SACVALLEY MEDSHARE's obligations under this Section 10.5.

### **11.0 INSURANCE.**

**11.1 SACVALLEY MEDSHARE Insurance.** SACVALLEY MEDSHARE, at its sole cost and expense, shall (and shall cause ICA to) obtain and keep in force, an insurance policy or policies, or self-insure in an amount sufficient to cover any liability it incurs for breach of this Agreement, the Business Associate Agreement, Applicable Law, or other act or omission giving rise to a claim for indemnity. Such policies shall provide, at a minimum, coverage of the following types and amounts, insuring SACVALLEY MEDSHARE and Participant as an additional insured, and in each case waiving the right of the insurer to subrogation, as follows:

**11.1.1.** Comprehensive or Commercial Form General Liability Insurance (Blanket Contractual Liability, Broad Form Property Damage, Personal Injury included) with limits as follows:

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate (Not applicable to the Comprehensive Form)	\$4,000,000

**11.1.2.** Excess Liability at limits of \$2,000,000 per occurrence/aggregate.

**11.1.3.** Professional Liability (Errors and Omissions and Cyber Risk) for Information Technology including Cyber Risk. Technology, professional liability, data protection, privacy, and cyber liability insurance policy(ies) shall provide coverage for the following risks, among others: financial loss, as well as all SACVALLEY MEDSHARE (and ICA) costs, including damages it is obligated to pay Participant or any third party, which are associated with any breach of security or loss of Data, regardless of cause (including, without limitation, SACVALLEY MEDSHARE's (and ICA's) negligence or gross negligence and unlawful third party acts), and resulting or arising from acts, errors, or omissions in connection with the performance of this Agreement or the Business Associate Agreement, or under Applicable Law. Such insurance shall provide coverage for a commercially reasonable amount.

**11.2 Participant Insurance.** Participant shall obtain and keep in force, at all times during the term of this Agreement, the following insurance (or a comparable program of self-insurance):

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

**11.2.1.** Comprehensive or Commercial Form General Liability Insurance (Blanket Contractual Liability, Broad Form Property Damage, Personal Injury included) with limits as follows:

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate (Not applicable to the Comprehensive Form)	\$4,000,000

**11.2.2.** Excess Liability at limits of \$2,000,000 per occurrence/aggregate,

**11.2.3.** Professional Liability (Errors and Omissions and Cyber Risk) for Information Technology including Cyber Risk, inclusive of professional liability, technology risks, and data safety, in commercially reasonable amounts.

**11.3 Other Insurance Requirements.** Each Party shall furnish the other Party upon request with certificates of insurance and additional insured endorsements evidencing compliance with all requirements. If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement. The coverages specified above shall be primary, non-contributory with, nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the applicable Party. Such insurance shall be with insurers with at least an A.M. Best's Insurance Guide rating of "A VII." or maintained through adequate programs of self-insurance. The insurance policies shall provide that a Party (or such Party's insurance company) shall notify the other Party in writing at least thirty (30) days in advance if that such Party's insurance coverage is to be canceled, modified or changed so as not to comply with the requirements of this Agreement. Under no circumstance shall the insurance requirements specified in this Article reduce the liability of either Party.

## 12.0 DEFINITIONS.

**12.1 Rules of Interpretation.** If, and to the extent there is a conflict between the definition given a term by this Participation Agreement and the Business Associate Agreement, the definition stated in the Business Associate Agreement shall govern. To the extent the definitions stated in the Participation Agreement or in the BA Agreement conflict with the Privacy Laws, the Privacy Laws shall govern. The following terms are defined in the attached Business Associate Agreement: "Applicable Law," "Business Associate," "Business Associate Subcontractor," "Breach," "Covered Entity," "Electronic PHI" or "ePHI," "Encryption," "Privacy Laws," "Protected Health Information" or "PHI," "Security Incident" and "Unsecured PHI." As used in this Agreement, "including" means "including but not limited to", and (unless the context otherwise requires) "shall" and "will" are equivalent words that express an obligation of a party.

**"Affiliates"** means directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the other.

**"Applicable Law(s)"** means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.

**"Authorized User"** means an individual Participant or an individual or entity (including Participant's Affiliates) designated by a Participant, to access and use the Exchange and/or the Hosted System in accordance with the terms of this Participation Agreement. For purposes of this Agreement, an individual or an entity is only an Authorized User of Participant when such individual or entity is accessing the Exchange and/or Hosted System using login credentials issued by Participant.

**"CMIA"** means the California Medical Information Act.

**"Data"** means any confidential or proprietary data concerning a Participant or SACVALLEY MEDSHARE, and/or third party data, including, without limitation, an individual's confidential and/or protected health information if and to the extent the same is (a) transmitted and uploaded to the Hosted System; or (b) stored in, transmitted, viewed, accessed, received, or processed through the Exchange by Participant, Participant's Authorized Users, NP Participants, and/or NP Participant's Authorized Users. For purposes of this Agreement, Data broadly includes PHI (as that term is defined in HIPAA) sent by Direct Messaging using the facilities of the Exchange, and Medical Information (as that term is defined in the CMIA). As used herein, **"Patient Data"** means any Data pertaining to a Patient.

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

**"Data Exchange"** means all activities related to accessing, viewing, entering, retrieving and exchanging Data through the Exchange via the Hosted System.

**"Direct Messaging"** means the ability to send patient information through secure electronic mail separate from the standardly used electronic mail system. Direct Messaging uses HISP connections through DirectTrust®.

**"Documentation"** means all user manuals, reference guides, brochures, installation manuals, specifications, release notes, error message manuals or other written documentation pertaining to the installation, use, features or performance of the deliverables or services set forth in this Agreement and made available to Participant at the time of Execution of the Participation Agreement and as modified, amended from time to time.

**"Exchange"** means the health information exchange hosted by SACVALLEY MEDSHARE, including the Hosted System.

**"Exchange Community"** means all participants (including Participant and NP Participants) registered to use the Exchange, collectively.

**"Health Care"** means care, services or supplies related to the health of an individual and is more particularly defined within the Code of Federal Regulations 45 C.F.R. Section 160.13.

**"Health Care Provider"** means a physician, group practice, hospital, health system, public health entity, professional, or other health care organization that provides health care services to Patients, in conformity with the HIPAA definition given within the Code of Federal Regulations 45 C.F.R. § 160.103.

**"Health Information Exchange"** means an organization that conducts electronic exchanges of health information among health care providers and other persons or organizations entitled under law to disclose or receive health information.

**"HIPAA Regulations"** means the regulations within the Code of Federal Regulations 45 C.F.R. Parts 160 and 164, as the same may be amended from time to time.

**"Hosted System"** means, collectively, the software applications, ongoing hosting and management services provided by SACVALLEY MEDSHARE as part of the Exchange functionality.

**"LPR"** means a longitudinal patient record maintained with respect to Patient by SACVALLEY MEDSHARE.

**"NP Participant"** means a person or entity that has entered into a "participation agreement" with SACVALLEY MEDSHARE to access, use, or exchange Data through the Exchange, but is not a Party to this Agreement.

**"Patient"** means an individual receiving Health Care from a Health Care Provider or Covered Entity.

**"Participation Requirements"** has the meaning given in in Section 1.3 of this agreement.

**"Participant"** means generally a Covered Entity, Health Care Provider and/or recipient of Data that has entered into, and is in full compliance with, a participation agreement with SACVALLEY MEDSHARE HIE, and is authorized to use the Hosted System. **"Participant"** means the individual if the Participant is a person (or the person authorized by a Participant if that Participant is an entity) to execute this Agreement on its behalf. In connection with this Agreement, Participant means the person or entity executing it as Participant.

**"Permitted Use"** means a use permitted pursuant to Section 4.2.2 of this agreement.

**"Policies and Procedures"** means, collectively, the policies and procedures adopted by SACVALLEY MEDSHARE and notwithstanding anything to the contrary contained elsewhere made available to Participant at the time of Execution of the Participation Agreement (and as modified, amended from time to time), which govern SACVALLEY MEDSHARE operation of the Hosted System and Participant's access to the Hosted System and use of the Exchange and the use, submission, transfer, access, privacy and security of Data.

**"Sensitive Health Information"** means and refers to the types of health information classified by Applicable Laws as being particularly sensitive to a Patient, and that may require a Covered Entity to provide notice to or obtain consent from the Patient before such information is shared or disclosed and to use heightened security measures when storing, transferring, accessing or using such information. Recognized categories for Sensitive Health Information under Applicable Law and the Policies and Procedures include, but shall not be limited to: drug or alcohol abuse treatment information, psychotherapy notes, HIV-related tests, mental health treatment, and services for which a patient has paid out-of-pocket and requested that information about the service not be disclosed.

**"Serious Breach of Privacy or Security"** is a use or disclosure of Data in a manner that



## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

- (i) constitutes a violation of Applicable Laws,
- (ii) violates this Participation Agreement,
- (iii) that would be required to be reported to affected individuals and/or government officials, or
- (iv) that adversely affects the viability of SACVALLEY MEDSHARE, or the legal liability of SACVALLEY MEDSHARE or any Participant or both.

**"Software"** means the computer software that comprises the Hosted System that allows Participant and NP Participants to securely exchange Data for a Permitted Use.

**"Term"** means the Initial Term and any Renewal Term.

**"Will Cause"** means, when used as an obligation of SACVALLEY MEDSHARE under this Agreement, that (a) SACVALLEY MEDSHARE represents and warrants that SACVALLEY MEDSHARE is party to a binding agreement with the person or entity that is the subject of such obligation that requires such person or entity to take (or refrain from taking) the applicable action, grant the applicable rights, and/or comply with the applicable obligation and (b) SACVALLEY MEDSHARE shall use reasonable efforts to require performance of, and enforce, such agreement with such person or entity.

### 13.0 GENERAL PROVISIONS.

**13.1 No Exclusion.** The Parties each warrant and represent that neither they nor any of their Related Parties have been placed on the sanctions list issued by the office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. 1320a(7), or have been excluded from government contracts by the General Services Administration. A Party will provide the other immediate notice in the event either is placed on the sanctions list.

**13.2 Severability.** If any provision of this Agreement is determined to be invalid or unenforceable such provision shall be changed so as to best accomplish the objectives of the Parties within the limits of Applicable law, provided, however, if that is not possible or feasible, such provision will be severed from this Agreement to the extent of such determination without affecting the validity or enforceability of such remaining provisions.

**13.3 Governing Laws.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California without regard to its conflict of law provisions. The parties waive any objections and agree to the venue and personal jurisdiction of the courts of the State of California and the federal courts situated in Butte County over any action arising out of or relating to this Agreement.

**13.4 Force Majeure.** No Party shall be liable to the other for any failure to perform its obligations under this Agreement, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or internet communications failure).

**13.5 Notices.** Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted by this Agreement or the Business Associate Agreement will be in writing and shall be deemed to have been duly given, made and received on the date when delivered to the other Party at the address stated below the signature line:

- (i) when delivered personally, or by a nationally recognized courier service, or
- (ii) on the third business days following the day when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested (the notices described in this section, **"Notices"**).

Nothing in this Section 13.5 of this agreement will prevent the Parties from communicating via electronic mail, telephone, facsimile, or other forms of communication for the routine participation in the Exchange. A Party may change its address for Notice, at any time, by giving Notice of such change as provided herein.

**13.6 No Agency.** SACVALLEY MEDSHARE provides the Exchange services to Participant but does not act as the Participant's agent. Participant will not be deemed an agent of an NP Participant as a result of participation in this Agreement.

**13.7 Modifications.** Except as specifically provided herein, no modification to the terms of this Agreement or the Business Associate Agreement shall be valid, unless agreed in writing and signed by the Parties hereto.

## SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE GENERAL PARTICIPATION AGREEMENT

**13.8 Registered User Signatures and Signed Documents.** Upon registering with the Exchange, Participant acknowledges and agrees that its Authorized User is authorized to adopt as its signature an electronic identification consisting of symbols or codes that are to be affixed to or contained in a Data Exchange made by the Participant ("**Signatures**"). Participant agrees that any Signature affixed to or contained in any Data Exchange will be sufficient to verify that the Participant originated such Data Exchange. Any transmission or exchange of Data made pursuant to this Agreement shall be considered a "writing" or "in writing" and any such exchange when containing, or to which there is affixed, a Signature shall be deemed for all purposes:

- (a) to have been "signed" (a "**Signed Document**") and
- (b) to constitute an original when printed from electronic files or records established and maintained in the normal course of business.

Participant will not contest the validity or enforceability of Signed Documents under the provisions of any Applicable Law as they may relate to the requirement that certain agreements be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings will be admissible as between the parties to the same extent and under the same condition as other business records originated and maintained in paper form.

**13.9 Complete Agreement.** The terms of this Agreement and its Attachments and Exhibits represent the entire understanding between the Parties and supersede all previous agreements, whether oral or in writing. The Attachments and/or Exhibits attached to this Agreement are fully incorporated and made a part of this Agreement by this reference as if fully stated herein.

**13.10 Survival.** Notwithstanding any expiration or earlier termination of this Agreement, the following provisions of this Agreement relating to the following matters shall survive in accordance with their terms: Sections 7.0 (Warranties and Representations), 8.0 (Warranty Disclaimer; Release of Liability), 9.0 (Indemnification), 10.0 (Proprietary and Confidential Information), 12.0 (Definitions), 13.0 (General Provisions), Exhibit A (Business Associate Agreement), and Exhibit G (Safeguarding Patient Data). Termination of this Agreement by a party shall not relieve the other party hereto from any liability which at the time of termination already accrued to the other party or which thereafter may accrue in respect of any act or omission of such party prior to termination.

**13.11 Authorized Agent Signature.** By signing this Agreement, the undersigned represents and warrants that he or she has received and read a copy of this Agreement, inclusive of Attachments and Exhibits, and that he or she is either

- (a) the Participant or,
- (b) if the Participant is an organization, an individual acting on the Participant's behalf who is authorized to sign and enter into this Agreement. Proper execution of the Agreement by Participant must include the execution of Exhibit A.

**13.12 Assignment.** Neither Party may assign or transfer this Agreement, either voluntarily or by operation of law, without the prior written consent of the other Party.

**13.12 Counterpart Signatures and Facsimile Signatures.** This Agreement may be executed and delivered in counterparts all of which taken together shall constitute one single agreement between the parties. A facsimile transmission of the executed signature page of this Agreement shall constitute due and proper execution and delivery of this Agreement.

[SIGNATURE PAGE FOLLOWS]



**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date:

**SACVALLEY MEDSHARE**

Participant: **Plumas County**

Name: John Helvey

Name: Sharon Sousa

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

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

Title: Executive Director

Title: Director of Behavioral Health

Address for Notice:

SacValley MedShare

2485 Notre Dame Blvd, Suite 370 #20

Chico, CA 95928-7163

eMail: john.helvey@sacvalleyms.org

Address for Notice:

Plumas County

Behavioral Health  
270 County Hospital Suite 109

Quincy, Ca 95971

eMail: ssousa@pcbh.services

Approved As To Content:

Name: Greg Hagwood  
Chair, Board of Supervisors

Attest:

Name: Allen Hiskey  
 Clerk, Board of Supervisors

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office

**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT**

**Exhibit A**

**SacValley MedShare Health Information Exchange**

**HIPAA: Business Associate Agreement**

The parties agree that, under this Exhibit, SACVALLEY MEDSHARE ("**Business Associate**") shall have all the rights and obligations of a "**Business Associate**," as defined below, and Participant and its Affiliates using the Exchange ("**Covered Entity**"), shall have all the rights and obligations of a "**Covered Entity**," as defined below.

**1. Definitions.** All capitalized terms not defined herein shall have the meaning ascribed to them by HIPAA (defined below), including Business Associate, Covered Entity, Limited Data Set, Data Aggregation and Designated Record Set.

(a) "**Agreement**" means the Participation Agreement to which this Business Associate Agreement is an exhibit.

(b) "**Breach**" shall mean the unlawful or unauthorized access to, viewing, acquisition, use or disclosure of PHI.

(c) "**HIPAA**" shall mean the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-005) and the rules, guidance and regulations promulgated thereunder, as amended from time to time, including 45 Code of Federal Regulations, Parts 160 and 164.

(d) "**Patient**" shall have the same meaning as the term "individual" under HIPAA and shall include a person who qualifies as a personal representative.

(e) "**Protected Health Information**" ("**PHI**") shall have the meaning given to such term under HIPAA and shall include any information, whether oral or recorded in any form or medium, limited to the information created or received by Business Associate from or on behalf of Covered Entity (i) that relates to the past, present or future physical or mental health condition of the patient, the provision of health care to patient, or the past, present or future payment for the provision of health care to patient; and (ii) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient.

(f) "**Secretary**" shall mean the Secretary of the U.S. Department of Health and Human Services or her/his designee.

(g) "**Security Incident**" shall mean any accidental, malicious or natural act that: (i) results in a Breach of any PHI; or (ii) materially and adversely impacts the functionality of Covered Entity's network; or (iii) permits unauthorized access to Covered Entity's network; or (iv) involves the loss or loss of control of a Covered Entity owned or managed information technology resource; or (v) involves the use of Covered Entity's technology resources for illegal purposes or to launch attacks against other individuals or organizations; or (vi) materially impacts the integrity of the Covered Entity's files or databases including, but not limited to: (1) interface failures; (2) inadequate testing or change control procedures; or (3) other failures which result in the deletion or unauthorized changes to an electronic database. A "Security Incident" shall not include any attempted access of system operations in an information system by a Packer Internet Groper (PING) program.

(h) "**State**" shall mean the state in which the Covered Entity is located.

(i) "**Subpart E**" shall mean 45 Code of Federal Regulations, Part 164, Subpart E, which consists of Sections 164.500 et seq., as amended from time to time.

**2. Permitted Uses and Disclosures by Business Associate.**

**(a) For Covered Entity.** Except as otherwise limited in the Agreement and this Exhibit, Business Associate (i) shall create, maintain, transmit, access, use or disclose PHI only for the benefit of Covered Entity and to perform functions, activities, or services as specified in the Agreement, and (ii) shall not use or disclose PHI in a manner that would violate HIPAA if done by Covered Entity. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

**(b) Minimum Necessary.** Business Associate shall use only the minimum amount of PHI necessary to perform the specified functions, activities or services. In the event of inadvertent access by Business Associate to more than the minimum necessary amount of Covered Entity's PHI, Business Associate will: (i) treat all such PHI in accordance with the Agreement and this Exhibit; (ii) promptly notify Covered Entity, in accordance with paragraph 3(d) below, of such access; (iii) erase, delete, and/or return such PHI in a form usable by the Covered Entity as quickly as possible; and (iv) take all necessary actions to prevent further unauthorized access to PHI beyond the minimum necessary amount.

**(c) Management of Business Associate.** Except as otherwise limited in the Agreement or this Exhibit, Business Associate may use or disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided that (i) the disclosure is required by law, or (ii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information shall remain confidential and be used or further disclosed solely as required by law or for the purpose of assisting Business Associate to meet Business Associate's obligations under the

**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT**

Agreement. Business Associate shall require any person to whom PHI is disclosed under this subsection to notify Business Associate of any instance of which it is aware in which the confidentiality or security of the PHI has been breached.

**(d) Data Aggregation.** Except as otherwise permitted in the Agreement and this Exhibit, Business Associate may use PHI to provide Data Aggregation services only for Covered Entity.

**(e) Compliance with State Laws.** Business Associate may use, disclose and access PHI only as permitted by State law, unless such State law is contrary to HIPAA and is preempted by HIPAA in accordance with 45 Code of Federal Regulations Sections 160.201 et seq.

**3. Obligations of Business Associate.**

**(a) Use.** Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement, this Exhibit or as required by law.

**(b) Safeguards.** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement and this Exhibit. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, security, integrity and availability of PHI that it receives, maintains, transmits or creates on behalf of Covered Entity and that comply with the requirements of HIPAA.

**(c) Mitigation.** Business Associate shall promptly mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the Agreement and this Exhibit.

**(d) Notify Covered Entity.** Business Associate shall promptly notify Covered Entity of any Security Incident or Breach in writing in the most expedient time possible, and not to exceed twenty-four (48) hours in the event of a Breach, following Business Associate's initial awareness of such Security Incident or Breach. Notwithstanding any notice provisions in the Agreement, such notice shall be made to the privacy officer and/or designee. Business Associate shall cooperate in good faith with Covered Entity in the investigation of any Breach or Security Incident.

**(e) Breach Notification.** Following notification to Covered Entity and to all participants using the Exchange of a Breach by the Business Associate, Business Associate shall promptly cooperate with Covered Entity in determining which entity shall provide any required Breach notification. If the parties agree that Business Associate shall provide any required Breach notification, Business Associate shall provide such notification timely and provide Covered Entity with documentation of Business Associate's actions, including documentation of the names and addresses of those to whom the notifications were provided.

**(f) Access.** If Business Associate holds PHI in Designated Record Sets as determined by Covered Entity, Business Associate shall provide prompt access to the PHI to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to a Patient in order to meet the requirements of HIPAA and State Law, as applicable. If requested, such access shall be in electronic format. If a Patient requests directly from Business Associate (i) to inspect or copy his or her PHI, or (ii) requests its disclosure to a third party, the Business Associate shall promptly notify Covered Entity's facility privacy official of such request.

**(g) Amendments.** Business Associate shall promptly make amendment(s) to PHI requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it to comply with HIPAA and State Law, as applicable. If a Patient requests an amendment to his or her PHI, directly from Business Associate, the Business Associate shall promptly notify Covered Entity's facility privacy official of such request and await such official's denial or approval of the request.

**(h) Internal Records.** Business Associate shall promptly make its internal practices, books, records, including its policies and procedures, relating to the use, disclosure, or security of PHI that the Business Associate received from, maintained or created for or on behalf of Covered Entity, available to Covered Entity or the Secretary, in a time and manner designated by Covered Entity or the Secretary, to enable the Secretary to determine compliance with HIPAA.

**(i) Accountings.** Business Associate shall document all disclosures of PHI and information related to such disclosures as required under HIPAA in order that it may provide an accounting of such disclosures as Covered Entity directs. Business Associate shall: (i) Provide an accounting as required under HIPAA to those Patients who direct their requests to Business Associate; or (ii) Provide the accounting information required under HIPAA to Covered Entity, if so requested by Covered Entity, in the time and manner specified by Covered Entity.

**(j) Preservation.** Business Associate shall cooperate with Covered Entity to preserve and protect the confidentiality of PHI accessed or used pursuant to the Agreement and shall not disclose or testify about such information during or after the termination of the Agreement, except as required by law.

**(k) Destruction.** If, during the term of the Agreement, Business Associate wishes to destroy the PHI, it shall notify Covered Entity in writing about its intent to destroy data at least ten (10) days before such date of destruction, and shall comply with the requirements for destruction of PHI found in Section 5(a) of this Exhibit. Notwithstanding the above, if Covered Entity requests the return of any PHI, Business Associate shall comply promptly as requested.

**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT**

**(l) HIPAA Compliance.** Business Associate shall comply with 45 Code of Federal Regulations Part 164, Subpart C with respect to electronic PHI. The written policies and procedures and documentation required to be maintained by Business Associate under the Agreement, this Exhibit and HIPAA shall be made available promptly to Covered Entity, upon Covered Entity's request.

**(m) Subcontractors.** Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI agrees in a written contract with Business Associate to the same restrictions and conditions that apply to Business Associate with respect to such information and that such agent or subcontractor shall implement reasonable and appropriate safeguards for the protection of the PHI which shall be no less than those required of Business Associate under this Agreement and the provisions of HIPAA. In performing services under this Exhibit, Business Associate shall use agents, employees and/or subcontractors that are domiciled only within the United States of America and its territories.

**4. Effect of Breach of Obligations.** If Business Associate breaches any of its obligations, Covered Entity shall have the option to do the following:

**(a) Cure.** Provide Business Associate an opportunity to cure the breach, to the extent curable, and end the violation within a reasonable time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as and within the time specified by Covered Entity, or if the breach is not curable, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its future payment obligations and obligations to provide information, materials, equipment or resources to Business Associate;

**(b) Termination.** Immediately terminate the Agreement, if Covered Entity reasonably determines that Business Associate (1) has acted with gross negligence in performing its obligations; (2) is in violation of the law; (3) willfully has violated or is violating the privacy and security provisions of this Exhibit or HIPAA; or (4) is unable to provide, if requested, written assurances to Covered Entity of its ability to protect the confidentiality and security of the PHI. Such termination of the Agreement shall be without prejudice to other legal remedies available to Covered Entity.

**5. Effect of Termination.**

**(a) Disposition of PHI.** Upon termination of the Agreement and subject to Section 5(b) below, Business Associate shall promptly return to Covered Entity a copy of all PHI in a form usable by the Covered Entity, including derivatives thereof, and shall take all reasonable steps to promptly destroy all other PHI held by Business Associate by: (i) shredding; (ii) securely erasing, or (iii) otherwise modifying the information in those records to make it unreadable or undecipherable through any means. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. At Covered Entity's request, Business Associate shall certify in writing that it has complied with the requirements of this Section.

**(b) Infeasible; Survival.** If the return or destruction of PHI is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the parties that return or destruction of PHI is infeasible, the obligations of the Business Associate under this Exhibit shall survive the termination of this Agreement. Business Associate shall limit the further use or disclosure of all PHI to the purposes that make its return or destruction infeasible. If Business Associate subsequently wishes to destroy PHI, Business Associate shall notify Covered Entity in writing about its intent to destroy data at least ten (10) days before such date of destruction, and shall comply with Section 5(a) above. Notwithstanding the above, if Covered Entity requests the return of any PHI, Business Associate shall comply as requested.

**6. Credit Monitoring.** In the event that either party is required by law to notify individuals whose PHI was inappropriately accessed, used, or disclosed by Business Associate, its employees, subcontractor(s) or its agents, and the PHI contains: (i) the individual's first initial or first name, last name, and social security number; (ii) the individual's first initial or first name, last name, and driver's license or state identification card; (iii) the individual's first initial or first name, last name, account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; and/or (iv) the individual's first initial or first name, last name, and PHI, then Business Associate and Covered Entity shall work together to structure a credit monitoring offering commensurate to the risk posed by the breach and Business Associate shall, in any event, pay the costs of credit monitoring for one (1) year for such individuals and the costs and fees related to timely notification in accordance with law.

**7. Amendment.** The parties agree to promptly modify or amend this Exhibit to permit parties to comply with any new laws, rules or regulations that might modify the terms and conditions herein.

**8. General.** The Agreement, including this Exhibit and attachments hereto are intended to be construed in harmony with each other, but in the event that any provision in this Exhibit conflicts with the provisions of the Agreement, or its other attachments, the provisions in this Exhibit shall be deemed to control and such conflicting provision or part thereof shall be deemed removed and replaced with the governing provision herein to the extent necessary to reconcile the conflict, except that the indemnity and insurance provisions of this Exhibit (if any) and the Agreement are to be read as separate, concurrent obligations such that Business Associate shall comply with each obligation and one shall not replace the other.



**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT**

**9. Audits.** Upon reasonable notice to Business Associate, Covered Entity shall have the right to inspect and audit Business Associate's privacy and security controls relating to Business Associate's compliance with the terms of the Agreement, this Exhibit and HIPAA. Business Associate may impose reasonable restrictions upon Covered Entity's access to Business Associate's premises information systems, including but not limited to limiting access only to those information systems which contain Covered Entity's PHI and limiting access to ensure Business Associate's compliance with existing confidentiality obligations to its other customers. Such audits shall occur no more often than once per year or after any Breach or Security Incident and only upon a good faith belief by Covered Entity that Business Associate is not in compliance with its obligations under the Agreement, this Exhibit or HIPAA relating to Covered Entity's PHI. All audits shall be conducted with the least interruption to Business Associate's normal business operations as feasible. Covered Entity shall be responsible for all costs incurred in order to perform the audit.

**10. No Third-Party Beneficiary.** The provisions and covenants set forth in this Exhibit are expressly entered into only by and between Business Associate and Covered Entity, and are only for their benefit. Neither Business Associate nor Covered Entity intends to create or establish any third-party beneficiary status or right (or the equivalent thereof) in any other third party and no such third party shall have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Exhibit.

IN WITNESS WHEREOF, the Parties identified below have executed this Business Associate Agreement.

**BUSINESS ASSOCIATE:  
SACVALLEY MEDSHARE**

Name: John Helvey

By:

Title: Executive Director

**COVERED ENTITY:  
Plumas County**

Name: Sharon Sousa

By:

Title: Director of Behavioral Health

**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT B: PARTICIPANT AGREEMENT/PRICING**

Exhibit B: Participant Agreement/Pricing																											
<b>Participant Name:</b>	<u>Plumas County</u>																										
<b>Effective Date:</b>	<u>June 30<sup>th</sup>, 2024</u>																										
<b>Initial Term Participation Fee</b>	<u>\$ 2,500</u>																										
<b>HIE Services with Data Exchange:</b>																											
- One-Time Setup Initiation Fee (Due upon acceptance)	<b>\$ 10,000</b>																										
- One-Time XDS.b Feed	<b>\$ 5,000</b>																										
- One-Time ADT Feed	<b>\$ 5,000</b>																										
<b>Due upon Execution</b>	\$22,500	Annual Renewal Fee	\$2,500																								
<p><b>Note:</b> If full participation Agreement is required to be executed every renewal period an Admin Fee of \$1,000 will be added to the Annual Renewal. Updated Exhibit B can be sent annually without additional Admin Fee.</p> <p><b>Termination – Initial Term of through June 30th, 2024, with renewal in accordance with Section 2.2 of the body of the Agreement.</b></p> <p align="center"><b>Required Exhibits attached to this Agreement:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td><td style="width: 15%;">Exhibit A</td><td>HIPAA Business Associate Agreement</td></tr> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Exhibit B</td><td>Participant Agreement/Pricing</td></tr> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Exhibit C</td><td>Data Contributed to SacValley MedShare by Participant/ Data Provided to Participant</td></tr> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Exhibit D</td><td>System Requirements</td></tr> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Exhibit E</td><td>Security Requirements</td></tr> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Exhibit F</td><td>Support Services</td></tr> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Exhibit G</td><td>Safeguarding Patient Data</td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td>Exhibit H</td><td>Vendor Schedule C</td></tr> </table>				<input checked="" type="checkbox"/>	Exhibit A	HIPAA Business Associate Agreement	<input checked="" type="checkbox"/>	Exhibit B	Participant Agreement/Pricing	<input checked="" type="checkbox"/>	Exhibit C	Data Contributed to SacValley MedShare by Participant/ Data Provided to Participant	<input checked="" type="checkbox"/>	Exhibit D	System Requirements	<input checked="" type="checkbox"/>	Exhibit E	Security Requirements	<input checked="" type="checkbox"/>	Exhibit F	Support Services	<input checked="" type="checkbox"/>	Exhibit G	Safeguarding Patient Data	<input type="checkbox"/>	Exhibit H	Vendor Schedule C
<input checked="" type="checkbox"/>	Exhibit A	HIPAA Business Associate Agreement																									
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<input checked="" type="checkbox"/>	Exhibit F	Support Services																									
<input checked="" type="checkbox"/>	Exhibit G	Safeguarding Patient Data																									
<input type="checkbox"/>	Exhibit H	Vendor Schedule C																									

**SACVALLEY MEDSHARE**

Participant: **Plumas County**

Name: John Helvey

Name: Sharon Sousa

By:

By:

Title: Executive Director

Title: Director of Behavioral Health





**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT**

**EXHIBIT C: DATA CONTRIBUTED TO SACVALLEY MEDSHARE BY PARTICIPANT/ DATA PROVIDED  
FROM THE EXCHANGE TO THE PARTICIPANT**

Exhibit C: Data Contributed to Exchange by Participant	
<input checked="" type="checkbox"/>	Health Level 7 Data Feed
<input type="checkbox"/>	Laboratory Results & Reports (Only in the case of a Public Health Lab Integration) <i>Additional Interface Fee will apply</i>
<input type="checkbox"/>	Radiology Reports
<input checked="" type="checkbox"/>	Admit, Discharge, and Transfer; including allergies, diagnosis, and procedures (abstracts)
<input type="checkbox"/>	Immunization Feed
<input checked="" type="checkbox"/>	FULL EXCHANGE VIA XDS.b
<input type="checkbox"/>	Direct Messaging Only
<input checked="" type="checkbox"/>	OTHER: FHIR Query and Retrieve Interface (required for BHQIP) - TBD

**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT D: SYSTEM REQUIREMENTS**

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**Exhibit D:**

**System Requirements**

- A terrestrial persistent connection with an upload speed of at least 256 kilobits per second and a download speed of at least one megabit per second.
- Web Services with the ability to properly connect.

**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT E: SECURITY REQUIREMENTS**

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**Exhibit E:**

**Security Requirements**

- Each server that connects to the Exchange will comply with SACVALLEY MEDSHARE's authentication, encryption, and authentication requirements set forth in this Exhibit E.
- Participants accessing the Exchange via other than SVMS portal will implement authentication of each Authorized User at the point of access and will implement password policies based on prevailing industry standards and SVMS Policies and Procedures.
- Participant will limit access to the Hosted System to Authorized Users based on a Permitted Use of the Exchange and according to role-based access principles as described in the Policies and Procedures. Participant will impose appropriate sanctions for members of its workforce that violate applicable security specifications, policies or procedures or make improper use of the Exchange, including revocation of an Authorized User's authorization to access the Exchange as may be appropriate under the circumstances. Participant acknowledges that SACVALLEY MEDSHARE with prior notice to the Participant may terminate the access of any Authorized User at any time in its discretion if any Authorized User is in violation of the Policies and Procedures.
- Participant will review and update its list of Authorized Users as required under the Policies and Procedures.
- Participant will implement firewalls and intrusion detection software into Participant's own systems per industry standards.
- Participant will implement other safeguards to protect Participant's own servers based on information security best practices.
- Participant will perform periodic review of audit logs for both operational monitoring and system security as required by the Participation Requirements and the Policies and Procedures.

**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT F: SUPPORT SERVICES**

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**Exhibit F:**

**Support Services**

Support is available for password reset, training and other support issues.

- Self Help  
<https://login.sacvalleymedshare.org> and click "forgot your password"
- SVMS support is available via phone or email during regular business hours of:  
08:00 AM to 17:00 (5:00 PM), Pacific Time, Monday - Friday.  
530-258-2544  
support@sacvalleymys.org
- ICA technical support  
24x7x365  
877-442-2247

**SERVICE LEVELS:**

SACVALLEY MEDSHARE, through its licensor, shall provide the services under this Agreement in accordance with the Service Levels set out below ("**Support Services**"). There shall be no additional charge to Participant for Support Services.

- a. Priority One Issues: SACVALLEY MEDSHARE shall, through its licensor, begin work on the resolution of Priority One Issues (as defined in Exhibit H) immediately during normal business hours and within thirty (30) minutes during non-normal business hours of Participant's notification to SACVALLEY MEDSHARE and use commercially reasonable efforts to resolve such issues as promptly as practicable thereafter.
- b. Priority Two Issues: SACVALLEY MEDSHARE shall, through its licensor, begin work on Priority Two Issues (as defined in Exhibit H) within two (2) hours during normal business hours and within four (4) hours during non-normal business hours of Participant's notification to SACVALLEY MEDSHARE and use commercially reasonable efforts to resolve such issues as promptly as practicable thereafter.
- c. Other Issues: SACVALLEY MEDSHARE shall, through its licensor, begin work all other support issues within two (2) business days from receipt of a service request on and use commercially reasonable efforts to resolve the issue as promptly as practicable thereafter.
- d. Availability: SACVALLEY MEDSHARE shall, through its licensor, make the Software available, as measured over the course of each calendar month, 99.5% of the time, excluding unavailability as a result of the "Exceptions" described in Exhibit H (the "Availability Percentage").

**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT G: SAFEGUARDING PATIENT DATA**

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**Exhibit G:**

**Safeguarding Patient Data**

SACVALLEY MEDSHARE will, and Will Cause ICA (and any other contractor that stores or processes Patient Data on behalf of SACVALLEY MEDSHARE) to, comply with the requirements set forth below, and, to the extent SACVALLEY MEDSHARE stores or processes Patient Data, SACVALLEY MEDSHARE shall also comply with such requirements. SACVALLEY MEDSHARE, ICA, and each other entity contracted by SACVALLEY MEDSHARE that stores or processes Patient Data is referred to in this Exhibit as a **"Processor"**.

1. Processor shall store Patient Data on secure computers located in a physically secure data center. Processor shall establish, maintain, and comply with environmental, safety and facility procedures, data security practices and other safeguards against the destruction, loss, alteration, or unauthorized access or disclosure of Patient Data in the possession of Processor that are: (a) in conformance with the requirements set forth in the Agreement; (b) in conformance with, and sufficient for Participant to meet, applicable Laws, and security best practices outlined in National Institutes of Technology ("NIST") and International Standards Organization ("ISO") standards; and (c) no less rigorous than those maintained by Processor for its own information of a similar nature or for any of Processor's other customers.
2. Without limiting the foregoing: (a) Processor shall employ technology that is at least consistent with industry standards for firewalls and other security technology to help prevent Processor computers and systems from being accessed by unauthorized persons; (b) Processor shall use the HTTPS standard for all data transmissions, and shall ensure that all Patient Data is encrypted while in transmission between Processor's data center and Participant's computer system or other device (as applicable) and at rest, using 128 bit SSL or greater encryption; (c) Processor shall provide and maintain the ability to transfer files via secure FTP, encrypted email, or HTTPS; and (d) Processor shall provide and maintain encrypted passwords for access to Processor systems.
3. Processor shall perform commercially reasonable monitoring of the Services and all Processor equipment and software for health and performance.
4. Processor shall develop and maintain procedures for the reconstruction of lost Patient Data, and Processor shall correct, at Participant's request, any loss or unauthorized or inappropriate destruction or alteration of any Patient Data caused by the act or omission of Processor or any Processor Related Party.
5. Processor shall ensure that no Patient Data will be cached or stored on any Authorized User's workstation, computer, or other device, except to the extent that, and only to the extent that, an Authorized User affirmatively and intentionally saves such Patient Data to such workstation, computer, or device.
6. Processor will perform daily an incremental backup of all Patient Data. Processor will perform a full backup (complete data copy) of all Patient Data at least once per week in accordance with industry standards.
7. Processor shall ensure that the System and Services will only be provided by Processor Related Parties residing within the United States of America. Processor shall ensure that any information learned by it as a result of entering into any Participation Agreement, including any Patient Data, will never leave the jurisdiction of the United States of America and will never be accessed by anyone other than a previously authenticated user temporarily travelling outside the United States of America. Any modification to the foregoing limitation will require the express written consent signed in ink by Participant's President, Chief Operating Officer or Chief Information Officer.
8. SACVALLEY MEDSHARE represents, warrants, and covenants that no social security number, driver's license or other government ID number, or credit card number is required to be provided in order for SACVALLEY MEDSHARE to perform its obligations under the Agreement and that SACVALLEY MEDSHARE shall not request any such data.
9. **Audit Logging.** SACVALLEY MEDSHARE represents and warrants that the System and Services shall automatically record and log each access to Patient Data by any person, through any portion of the system, and will provide Participant the capability to readily create reports showing the following with respect to each such access:
  - Date/time of record access
  - Unique username of accessing person
  - Name of accessing person
  - Specific data elements/fields accessed:
    - All types
    - Allergy History
    - Care Exchange Transaction Log
    - Clinical History
    - Clinical Results
    - Community Search

**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT G: SAFEGUARDING PATIENT DATA**

- Demographics
- Document deletion
- Document Restoration
- Extended Search
- External Document
- Fast Labs
- Flowsheet
- Immunizations
- Lab Category
- Lab Graph
- Logged in
- Logged out
- Medications
- Messaging
- Moved Document
- Moved visit
- Patient Access Report
- Patient chart
- Patient chart Search
- Patient List
- Patient Merge Report
- Patient Opt Out Report
- Patient Registration
- Patient Summary
- Procedures/Diagnoses
- Secured document
- Secured patient
- Secured visit
- Security Override
- Sharing status change
- Visit Document
- Visit History
- Visit Summary
- Duration of access
- For each data element/field, what was accessed by accessing person
- For each data element/field, description of action taken (whether information was accessed or printed, etc.)
- For each data element/field, the purpose of the access (treatment, payment, operations, etc.)
- Patient name
- Patient Medical Record Number
- Patient DOB (if included in the report)
- IP address used to access the record
- Record of any printing activity

In addition, the Participant and its Authorized Users shall have easy access at all times to all of the foregoing routine audit reports/logs and related information and SACVALLEY MEDSHARE shall, at any time upon Participant's request promptly will make available and/or will cause ICA to make available without delay to the Participant personnel access to all of the foregoing custom audit reports/ logs and related information pertaining to access to or use of Patient Data.

10. **Audit Logging: Access to Processor's Data through Participant Electronic Medical Record (EMR).** SACVALLEY MEDSHARE represents and warrants that the System and Services shall automatically record and log access to Patient Data by any person, when accessed through the Participant's EMR, and will provide Participant the capability to readily create reports showing the following with respect to each such access:

- Date/time of record access
- Unique username of accessing person
- Name of accessing person
- Duration of Access

**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT G: SAFEGUARDING PATIENT DATA**

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11. **Media Disposal.** As part of the Services provided under the Agreement, unless otherwise instructed by Participant in writing, SACVALLEY MEDSHARE shall dispose of all electronic media that stores information using shredding or other secure means in accordance with 74 Fed. Reg. 19006 (2009) of physical destruction any device that stores information on media, whether that media be hard disk, random access memory or other forms of memory. Upon Participant's reasonable request, SACVALLEY MEDSHARE will promptly provide Participant with a written report of all electronic media used in the provision of Services to Participant which has been disposed of in the previous twelve (12) months. Such reports will identify the media disposed of including serial number of the unit and media, if a serial number is available, the method of destruction, and the date the media were disposed of.

**SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE  
GENERAL PARTICIPATION AGREEMENT  
EXHIBIT H: ICA SCHEDULE C**

**Exhibit H:**

**ICA Schedule C**

**Schedule C  
Software Services**

The purpose of this Software Services Schedule is to describe Software Services and Support Services to be provided by Licensor to Licensee in accordance with and subject to the terms and conditions of the Agreement and all the Participants participating agreements.

1. **SERVICE LEVELS:** Licensor will use commercially reasonable efforts to provide the Services in all material respects in accordance with the Service Levels set out below ("Support Services"). There shall be no additional charge to Licensee for the Support Services. Licensor shall provide twenty-four (24) hour access to the online support application and standard staffed support during normal business hours (7:00 a.m. – 6:00 p.m. Central Standard Time, Monday through Friday, excluding scheduled holidays).
  - a. **Priority One Issues:** Licensor shall begin work on the resolution of Priority One Issues (as defined below) immediately during normal business hours and within thirty (30) minutes during non-normal business hours of Licensee's notification to Licensor and use commercially reasonable efforts to resolve such issues thereafter. "Priority One Issue" means an incident that causes a complete loss of the Software System to Licensee's production environment such that work cannot reasonably continue and no workarounds to provide material functionality of the Software System required under this Agreement are possible or cannot be implemented in time to minimize the impact on Licensee's business.
  - b. **Priority Two Issues:** Licensor shall begin work on Priority Two Issues (as defined below) within two (2) hours during normal business hours and within four (4) hours during non-normal business hours of Licensee's notification to Licensor and use commercially reasonable efforts to resolve such issues thereafter. "Priority Two Issue" means an incident that results in a significant loss of the Software System such that processing can proceed in a restricted fashion but performance is significantly reduced and/or operation of the Software System or any portion thereof is considered severely limited and no workaround to provide the affected functionality is possible or cannot be implemented in time to minimize the impact on the Licensee's business.
  - c. **Other Issues:** Licensor shall begin work all other support issues within two (2) business days from receipt of a service request on and use commercially reasonable efforts to resolve the issue thereafter.
  - d. **Availability:** Licensor will make the Software System available, as measured over the course of each calendar month, 99.5% of the time, excluding unavailability as a result of the "Exceptions" described below (the "Availability Percentage"). "Available" means the Software System are available for access and use by Licensee over the Internet and operating in material accordance with the requirements of this Agreement associated specifications. For purposes of calculating the Availability Percentage, the following are "Exceptions" to Downtime, and the Software System shall not be considered unavailable if any such inaccessibility is solely due to: (i) Licensee's acts or omissions; (ii) Licensee's own Internet connectivity; (iii) Internet traffic problems not under Licensor's control; (iv) any hardware, software, service, or other equipment used by an individual user to access the Software System; (v) failure of services provided by the Licensee, or a third party under contract to Licensee for provision of such services, that are incorporated into the Software System, if any, due to no fault of Licensor; (vi) to the extent that Licensee's material failure to meet the terms and conditions of this Agreement causes the Downtime; or (vii) scheduled maintenance.





**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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

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

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and City of Redding Participation Agreement the collaboration of county agencies entering information into Homeless Management Information System and Coordinated Entry System effective July 1, 2024; not to exceed \$11,999.74; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and City of Redding Participation Agreement collaboration of county agencies entering information into Homeless Management Information System and Coordinated Entry System effective July 1, 2024; not to exceed \$11,999.74; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

**Background and Discussion:**

The Continuum of Care program was created in response to the McKinney-Vento Homeless Assistance Act and 24CFR 578.5(a) The City of Redding Participation Agreement is a collaboration of county agencies, entering information into the Homeless Management Information System and Coordinated Entry System in an effort to provide services that range from prevention of homelessness to permanent housing placements.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and City of Redding Participation Agreement collaboration of county agencies entering information into Homeless Management Information System and Coordinated Entry System effective July 1, 2024; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) combination of state and federal funds

**Attachments:**

1. 4317\_001

## CITY OF REDDING PARTICIPATION AGREEMENT

**THIS CONTRACT** ("Agreement") is made at Redding, California, by and between the City of Redding as the Administrative Entity for the NorCal Continuum of Care ("AE"), a municipal corporation, and County of Plumas, a political subdivision of the State of California ("County") (collectively, the "Parties" and individually a "Party") for the purpose of participating in a collaborative effort known as the NorCal Continuum of Care.

**WHEREAS**, the Continuum of Care program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11381-113890) to promote communitywide commitment to the goal of ending homelessness;

**WHEREAS**, the NorCal Continuum of Care ("CoC") was created in response to the McKinney-Vento Homeless Assistance Act and 24 CFR 578.5(a) and was established with representatives from organizations within a seven counties region including the county governments of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou as well as nonprofit homeless assistance providers, victim service providers, faith-based organizations, local governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement and organizations that serve veterans and homeless and formerly homeless individuals;

**WHEREAS**, the full membership of the CoC established an Executive Board pursuant to 24 CFR 578.5(b) to act on behalf of the CoC, designated the City of Redding as its Administrative Entity on September 19, 2023 to enter into contracts and manage grant funding on its behalf;

**WHEREAS**, the CoC Executive Board designated United Way of Northern California ("UWNC") effective January 1, 2024, to act as the contracted agency to operate the CoC's Homeless Management Information System ("HMIS") and Coordinated Entry System ("CES") on behalf of the CoC;

**WHEREAS**, the CoC Executive Board approved the 2023-2025 CoC Executive Board Budget and Funding Plan at its March 7, 2024 meeting, which included a Joint Project in the amount of \$347,623 to be split among the CoC County Governments and county allocations based on the 2022 Point-in-Time Count;

**WHEREAS**, the CoC Executive Board has directed the AE to enter into this Agreement with each county of the CoC to set forth terms and conditions under which each county may enjoy the benefit of certain services that AE shall provide ; and

**NOW, THEREFORE**, the Parties covenant and agree, for good consideration hereby acknowledged, as follows:

## **SECTION 1.        DEFINITIONS**

For the purposes of this Agreement, the following definitions shall apply:

- A. Administrative Services include overall project management, budgeting, coordination, monitoring, reporting and evaluation of grants. This includes salaries and benefits for personnel engaged in these activities, as well as costs including general legal services. It can also include the costs of goods and services required for program administration, including the rental or purchase of equipment, insurance, utilities, office supplies, and the rental and maintenance (but not purchase) of office space.
- B. Collaborative Applicant is the eligible applicant designated by the Continuum of Care (CoC) to collect and submit the: CoC Registration, CoC Consolidated Application (which includes the CoC Application and CoC Priority Listing), and apply for CoC planning funds on behalf of the CoC during the CoC Program Competition.
- C. Continuum of Care is a regional or local planning body that coordinates housing and services funding for homeless families and individuals. With regard to this Agreement, CoC means the NorCal Continuum of Care.
- D. Coordinated Entry Process ("CEP") is a collaboration of multiple community, government, and faith-based agencies that, collectively, provide services that range from prevention of homelessness to permanent housing placements.
- E. Coordinated Entry System ("CES") means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the Continuum of Care's geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool. Pursuant to 24 Code of Federal Regulations ("CFR") 578.7(a)(8).
- F. Emergency Solutions Grant Program ("ESG") means funds provided through State of California Department of Housing and Community Development ("HCD") for a variety of activities to address homelessness as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.
- G. HMIS System Administrator means United Way of Northern California.
- H. Homeless Housing, Assistance Prevention Grant program ("HHAP") means funds provided through the State of California Interagency Council on Homelessness ("Cal ICH") for the purpose of organizing and deploying a full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of housing and

supportive services (HSC §§ 50232(a) and 50236(a).).

- I. Homeless Management Information System ("HMIS") is an information system designated by the CoC to comply with the requirements of CoC Program Interim Rule 24 CFR 578 (07/2012). It is a locally administered data system used to record and analyze client, service and housing data for individuals and families who are experiencing homelessness or at risk of homelessness.
- J. "HUD" means United States Department of Housing and Urban Development.
- K. HUD Match Funds are the non-federal share of costs that the recipient is required to contribute to accomplish the purposes of the grant. Statutory provisions of the McKinney-Vento Homeless Assistance Act requiring recipients of CoC Program funds to "match" a portion of the CoC funds they receive.

## **SECTION 2.        ADMINISTRATIVE ENTITY'S ROLE AND SCOPE OF SERVICES**

The City of Redding in its role of the Administrative Agency for the CoC shall provide certain services to satisfaction of the CoC Executive Board that include the following:

- 1) Conduct HMIS and CE System Administration, ensure compliance with requirements prescribed by HUD;
- 2) Purchase of the CountingUS Software Application for County PIT surveys;
- 3) Subcontract for a PIT and HIC Coordinator;
- 4) Act as the Collaborative Applicant;
- 5) Provide Administrative Services as requested; and
- 6) Utilize HUD Match Funds for designated grant projects identified by the CoC Executive Board.

## **SECTION 3.        RESPONSIBILITIES OF COUNTY**

In order to receive any benefit of and access to the AE services set forth in Section 2 of this Agreement County shall be obligated to comply with the following:

- 1) Remit payment to AE as prescribed in Section 4. and Section 5. of this Agreement;
- 2) Participate in the HMIS in order to comply with all pertinent regulations including HUD's regulation at 24 CFR part 578;
- 3) Adhere to the HMIS Policies and Procedures Manual attached and incorporated herein as Exhibit B, as may be occasionally amended;

- 4) Adhere to the CES Policies and Procedures Manual attached and incorporated herein as Exhibit C, as may be occasionally amended; and
- 5) Submit reports requested by AE for each grant funding reporting requirements.

#### **SECTION 4.        COMPENSATION**

- A. County shall pay a total amount not to exceed eleven thousand, nine hundred and ninety-nine dollars and seventy-four cents (\$11,999.74) for the right to benefit from and for access to the services described in Section 2. of this Agreement.
- B. AE shall submit an invoice to County no later than June 30, 2024. County shall make payment within 30 days of receipt of AE's correct and approved statement or invoice.

#### **SECTION 5.        TERM AND TERMINATION**

- A. The initial term of this Agreement shall be for one year, beginning July 1, 2024, and ending June 30, 2025.
- B. If County fails to perform its responsibilities set forth herein including but not limited to the County's responsibility to make the required payment at the prescribed time and in the prescribed manner as described in this Agreement, then this Agreement shall terminate and County shall no longer benefit from and access the services described in Section 2. of this Agreement.

#### **SECTION 6.        INDEMNIFICATION AND HOLD HARMLESS**

- A. AE shall defend, indemnify and hold harmless County from and against all claims, suits, and actions for any loss, damage, injury to persons or property which arises from any negligent act or omission of the AE or any authorized subcontractor or any of their employees or agents in the performance of their services under this Agreement.
- B. County shall defend, indemnify and hold harmless AE, its elected officials, officers, employees, agents, contractors, and volunteers from and against all claims, suits, and actions for any loss, damage, injury to persons or property which arises from any negligent act or omission of the County or any authorized subcontractor or any of their employees or agents in the performance of their services under this Agreement.
- C. The obligation to indemnify, protect, defend, and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies

are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by County.

- D. AE shall have the right to approve or disapprove the legal counsel retained by County pursuant to this Section to represent AE's interests. AE shall be reimbursed for all costs and attorney's fees incurred by AE in enforcing the obligations set forth in this Section.

## **SECTION 7. CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES**

- A. This Agreement shall be deemed to have been entered into in Redding, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Agreement shall be governed by California law. If any claim, at law or otherwise, is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
- B. This document, including all exhibits, contains the entire Agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Agreement. This Agreement shall not be altered, amended or modified except by a writing signed by AE and County. No verbal agreement or conversation with any official, officer, agent or employee of AE, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or conditions contained in this Agreement, nor shall any such verbal agreement or conversation entitle County to any additional payment whatsoever under the terms of this Agreement.
- C. No covenant or condition to be performed by County under this Agreement can be waived except by the written consent of AE. Forbearance or indulgence by AE in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by County of said covenant or condition is complete, AE shall be entitled to invoke any remedy available to AE under this Agreement or by law or in equity despite said forbearance or indulgence.
- D. If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- E. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Agreement must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

- F. Each Party hereto declares and represents that in entering into this Agreement, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Agreement is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.
- G. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement or the transactions contemplated hereby. Each Party further waives any right to consolidate any action which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
- L. In the event of a conflict between the term and conditions of the body of this Agreement and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by AE shall prevail over those prepared by County.

## **SECTION 8. SURVIVAL**

The provisions set forth in Section 5. through Section 7., inclusive, of this Agreement shall survive termination of the Agreement.

## **SECTION 9. COMPLIANCE WITH LAWS - NONDISCRIMINATION**

- A. County shall comply with all applicable laws, ordinances and codes of federal, state and local governments.
- B. In the performance of this Agreement, County shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. County shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political

affiliation, or membership or nonmembership in any organization. Such actions 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 selection for training.

#### **SECTION 10.     REPRESENTATIVES**

- A. AE's representative for this Agreement is Shawwna Flanigan, telephone number (530) 225-4299, email [norcalcoc@cityofredding.org](mailto:norcalcoc@cityofredding.org). All of County's questions pertaining to this Agreement shall be referred to the above-named person, or to the representative's designee.
- B. County's representative for this Agreement is Sharon Souza, email [s.souza@countyofplumas.com](mailto:s.souza@countyofplumas.com). All of AE's questions pertaining to this Agreement shall be referred to the above-named person.
- C. The representatives set forth herein shall have authority to give all notices required herein.

#### **SECTION 11.     NOTICES**

- A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10. and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

<b>To AE:</b>	<b>To County:</b>
Shawwna Flanigan Associate Project Coordinator City of Redding 777 Cypress Avenue Redding, CA 96001 <a href="mailto:norcalcoc@cityofredding.org">norcalcoc@cityofredding.org</a>	Sharon Sousa Behavioral Health Director Plumas County 270 County Hospital Rd. Suite 109 Quincy, CA 95971 <a href="mailto:s.souza@countyofplumas.com">s.souza@countyofplumas.com</a>

- B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.



- C. Notice shall be deemed effective upon: 1) personal service; 2) two calendar days after mailing or transmission by facsimile, whichever is earlier.

**SECTION 12. AUTHORITY TO CONTRACT**

Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Agreement on behalf of the respective parties to this Agreement; that they have full right, power and lawful authority to undertake all obligations as provided in this Agreement; and that the execution, performance and delivery of this Agreement by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Agreement.

**SECTION 13. EFFECTIVE DATE OF AGREEMENT**

The effective date of this Agreement shall be July 1, 2024.

IN WITNESS WHEREOF, AE and County have executed this Agreement on the days and year set forth below:

**CITY OF REDDING,  
A Municipal Corporation**

**Dated:** \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**By: BARRY TIPPIN, City Manager**

**ATTEST:**

**APPROVED AS TO FORM:**

**NATALIA K. EBERSOLE  
Assistant City Attorney**

\_\_\_\_\_  
**SHARLENE TIPTON, City Clerk**

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

**COUNTY - Plumas**

**Dated:** \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**By: SHARON SOUSA, Behavior Health  
Director**

*Approved As To Content:*

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

*Attest:*

\_\_\_\_\_  
*Allen Hiskey, Clerk  
Board of Supervisors*

Approved as to form:

\_\_\_\_\_  
**Joshua Bruchtel, Attorney  
County Counsel's Office**

**CITY OF REDDING  
PARTICIPATION AGREEMENT  
EXHIBIT A - SCOPE OF SERVICE FOR BOTH PARTIES**

SCOPE OF SERVICE - The CoC Executive Board has directed the AE to enter into the Agreement on behalf of the CoC Executive Board to assist in the Coordination and Compliance of the CoC.

AE will do the following on behalf of the CoC Executive Board to maintain CoC Coordination and Compliance:

- A. HMIS and CE System Administration, compliance with requirements prescribed by HUD;
- B. Purchase of the CountingUS Software Application for County PIT surveys;
- C. Subcontract for a PIT and HIC Coordinator;
- D. Act as the Collaborative Applicant;
- E. Provide Administrative Services as requested; and
- F. Utilize HUD Match Funds for designated grant projects identified by the CoC Executive Board.

The County shall:

- A. Compensate AE as prescribed in Section 4. and Section 5. of this Agreement;
- B. Participate in the HMIS to comply with all pertinent regulations including HUD's regulation at 24 CFR part 578;
- C. Adhere to the HMIS Policies and Procedures Manual attached and incorporated herein as Exhibit B, as may be occasionally amended;
- D. Adhere to the CES Policies and Procedures Manual attached and incorporated herein as Exhibit C, as may be occasionally amended; and
- E. Submit reports requested by the AE for each grant funding reporting requirements.



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Che Shannon, Management Analyst II  
**MEETING DATE:** June 11, 2024  
**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini TaiChi Instructor; effective July 1, 2024; not to exceed \$25,000.00; (No General Fund Impact) funding from the Mental Health Services Act; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini TaiChi Instructor; effective July 1, 2024; not to exceed \$25,000.00; (No General Fund Impact) funding from Mental Health Services Act; approved as to form by County Counsel.

**Background and Discussion:**

This program will provide an overall positive approach to improving mental health through low impact exercise program open to all citizens.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini TaiChi Instructor; effective July 1, 2024; not to exceed \$25,000.00; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) funding from the Mental Health Services Act

**Attachments:**

1. 4299\_001

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Maria Assunta Vicini, an individual (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 Five thousand dollars (\$25,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2024, through June 30, 2025, 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

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

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

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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



17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of
22. 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.
23. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:  
Maria Assunta Vicini, an Individual  
PO Box 49  
Portola, CA 96122-0049

24. 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.
25. 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.

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26. 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.
27. 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
28. 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.
29. 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.
30. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

MHSA2425 MARIAVICINI

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


**CONTRACTOR:**

Maria Assunta Vicini, an Individual

By:   
Name: Maria Assunta Vicini  
Title: Tai Chi Instructor  
Date signed: 05/23/2024

**COUNTY:**

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

By:   
Name: Sharon Sousa  
Title: Behavioral Health Director  
Date signed: 04/19/2024

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name: Greg Hagwood  
Title: Chair, Board of Supervisors  
Date signed:

**ATTEST:**

\_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board  
Date signed:

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office

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

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## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Maria Assunta Vicini, an individual, referred to herein as Business Associate ("BA"), dated July 1, 2024.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a

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

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

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

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

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

**g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection



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

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

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

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

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

and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

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

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

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

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

### 3. Termination

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate



termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

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

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

#### 4. **Disclaimer**

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

#### 5. **Certification**

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

#### 6. **Amendment**

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

the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

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

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

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

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

#### **9. Interpretation**

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

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

**COVERED ENTITY**

Name: Sharon Sousa \_\_\_\_\_  
Title: Behavioral Health Director \_\_\_\_\_  
Address: 270 County Hospital Road, Suite 109 \_\_\_\_\_  
Quincy, California 95971 \_\_\_\_\_  
Signed: Sharon R. Sousa, LMFT  
Date: 04/19/2024

**BUSINESS ASSOCIATE**

Name: Maria Assunta Vicini \_\_\_\_\_  
Title: Tai Chi Instructor \_\_\_\_\_  
Address: PO Box 49 \_\_\_\_\_  
Portola, CA 96122 \_\_\_\_\_  
Signed: Maria Assunta Vicini  
Date: 05/23/2024

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

Provide Tai Chi services five times a week, every month on behalf of the Portola Wellness Center to be held at the Portola Station Baptist Church 171, South Gulling Street, Portola, Ca. or via zoom.

All work shall be provided according to industry standards.

Maria Assunta Vicini, Tai Chi Instructor, this program will provide an overall positive approach to improving mental health through low impact exercise program open to all citizens in the Portola area. Tai Chi services are paid out of the Mental Health Services Act.

### **EXHIBIT B - FEE SCHEDULE**

Tai Chi Sessions at \$90.00/Session

### **INVOICING AND PAYMENT:**

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

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

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CONTRACTOR INITIALS





**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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

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

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Charter School to provide school-based mental health services; effective July 1, 2024; not to exceed \$140,000.00; (No General Fund Impact) Mental Health Services Act state funding source; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Charter School to provide school-based mental health services; effective July 1, 2024; not to exceed \$140,000.00; (No General Fund Impact) Mental Health Services Act state funding source; approved as to form by County Counsel.

**Background and Discussion:**

Plumas Charter School and Behavioral Health will work in partnership to address the needs of students and their families by providing school-based mental health prevention and early intervention services.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Charter School to provide school-based mental health services; effective July 1, 2024; not to exceed \$140,000.00; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) Mental Health Services Act state funding source

**Attachments:**

1. 4300\_001

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Plumas Charter School**, a political subdivision of the State of California (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 one hundred forty thousand dollars (\$140,000).
3. Term. The term of this Agreement commences July 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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CONTRACTOR INITIALS



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

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- d. 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.
- e. 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.
- f. Workers Compensation insurance in accordance with California state law.





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

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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CONTRACTOR INITIALS



19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Taletha Washburn, M.Ed. Executive Director  
Plumas Charter School  
1425 E. Main Street  
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of 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

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

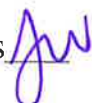
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving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

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS



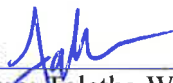
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.




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

**CONTRACTOR:**


Plumas Charter School, a political subdivision  
of the State of California

By:   
Name: Taletha Washburn  
Title: Executive Director  
Date signed: 5/20/24

By:   
Name: Steve Hill  
Title: Governing Board President  
Date signed: 5/20/24

**COUNTY:**

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

By:   
Name: Sharon Sousa  
Title: Behavioral Health Director  
Date signed: 04/19/2024

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name: Greg Hagwood  
Title: Chair, Board of Supervisors  
Date signed:

**Attest:**

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board  
Date:

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and PLUMAS CHARTER SCHOOL referred to herein as Business Associate (“BA”), dated July 1, 2024.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

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

\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS





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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

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



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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

### 3. **Termination**

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

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

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

#### 4. **Disclaimer**

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

#### 5. **Certification**

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

#### 6. **Amendment**

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

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

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

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

#### 8. No Third-Party Beneficiaries

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

#### 9. Interpretation

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

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

#### COVERED ENTITY

Name: Sharon Sousa

Title: Behavioral Health Director

Address: 270 County Hospital Road, Suite 109

Quincy, California 95971

Signed: Sharon P. Sousa, CMPT

Date: 04/19/2024

#### BUSINESS ASSOCIATE

Name: Taletha Washburn

Title: Executive Director

Address: 1425 E. Main Street

Quincy, California, 95971

Signed: [Signature]

Date: 5/20/24



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

### **Plumas Charter School – School-Based Mental Health Services and Multi-Tiered Systems of Support**

Plumas Charter School and Plumas County Behavioral Health (PCBH) will work in partnership to create a program born out of innovation to address the needs of students and their families by providing school-based mental health prevention and early intervention services.

In an effort to expand this program's reach and scope to meet increasing need for school-based mental health services, PCBH and Plumas Charter School are creating an integrated model of the previously successful school-based program by including school-based Medi-Cal billable mental health services.

The prevention and early intervention components of the program utilize Positive Behavior Interventions and Supports (PBIS), a research supported framework developed out of the University of Oregon and now implemented nationwide. PBIS allows for data driven application of evidence-based social/emotional and behavioral interventions to students on a tiered level. This has been further expanded to include academics and attendance under the umbrella framework of Multi-Tiered Systems of Support (MTSS) across Plumas Charter School. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports. Plumas Charter School currently uses MTSS and is working towards implementing PBIS.

Tier I of PBIS serves all students across the district by applying a universal approach to teaching behavior expectations at schools through a systematic process verified by fidelity measures to ensure the framework is being applied appropriately. Universal behavior expectations are taught to students by staff, positive behaviors within the expectations are reinforced by all staff and retaught repeatedly throughout the year. The mantra is: teach, reteach, reinforce, reteach again, reinforce. Research shows that 75 percent of the student body should respond favorably to this approach. For the students who do not respond, they move up to the next tier of supports.

In Tier II of PBIS, students are identified by intervention teams with data-driven decision making, not anecdotal reporting, as being non-responsive to Tier I interventions. These students are then assigned to different evidence-based Tier II interventions, either administered directly by or in conjunction with Student Service Coordinator support.

Research out of the University of Oregon has shown that 60% of students who participate in Tier II level supports when non-responsive to Tier I will reintegrate into Tier I level functioning and not require referrals to the most intensive Tier III supports. This is precisely where both prevention and early intervention occur as students who begin to manifest signs of mental illness typically rise to this level of need for support. If we apply the evidence-based interventions with these students, research tells us that 60% will not go on to need Tier III level of supports, which often includes treatment for severe mental illness.

In Tier III of PBIS, the 5-7% of students who are non-responsive to Tier II level interventions are then identified through the same data-driven intervention team process and referred to Tier III level supports, which include a referral to Plumas County Behavioral Health for a mental health assessment to determine the individual's level of need, whether mild to moderate or moderate to severe, through the Utilization Management (UM) Committee review process.

Individuals who are assessed and require a mild to moderate level of mental health services will be referred to Plumas Charter School for school-based mental health services. For those individuals who are assessed by PCBH and meet a higher level of need, they will be reviewed through the UM process to receive moderate to severe community- and school-based specialty mental health services by PCBH staff.

Other Tier III supports provided by Plumas Charter School include IEP evaluation and supports, as well as Truancy Prevention Team interventions for academic and attendance issues.

Prevention: Both Tier I and Tier II services provided at each school site through PBIS are focused on social/emotional and behavioral supports. When schools address social/emotional and behavioral issues within the framework of PBIS, data reports that this helps reduce risk factors for developing a potentially serious mental illness and builds protective factors such as emotional literacy, emotional regulation skills, improved conflict resolution and relationship skills. Tiers I and II support the goal of improving mental health, including the reduction of negative outcomes such as suicidality, school failure and drop out, and prolonged suffering. Tiers I, II and III are focused on capturing data points to determine levels of support including specific risk factors such as biological family history, neurological history, behavioral/social/economic/environmental risks, chronic medical conditions, adverse childhood experiences (ACEs), trauma, ongoing stress, exposure to drugs, poverty, family conflict, domestic violence, racism and social inequities, prolonged isolation, previous mental illness, previous suicide attempts, and family history of mental illness or suicide attempts.

Early Intervention: Tier I and II supports also promote recovery and related improved functional outcomes for a mental illness early in its emergence. The data points gathered in the intervention team process through behavioral referrals and parent and teacher requests for assistance allow Plumas Charter School to identify the risk factors above through prevention and promote recovery through the Tier II, and when needed, Tier III supports applied to the students and families in need.

Functional outcomes addressed include intervention with suicide risk, interventions applied to address risk of school failure and drop out, and intervention to identify and decrease prolonged suffering. Plumas Charter School Early Intervention supports also include supports for family members of students, provided by or supported through Behavioral Health Therapists.

**Deliverables:**

- Plumas Charter School will provide PBIS/MTSS Tier I and Tier II infrastructure practice with fidelity in all PCS school sites in the county.
- Plumas Charter School will provide a .5 FTE Behavioral Health Therapist to serve all school sites throughout the county.



## MHSA2425 Plumas Charter

- Plumas Charter School will provide evidence-based Tier II interventions to students who are in need as determined by intervention teams (data collections and requests for assistance)
- Plumas Charter School will provide awareness activities on campuses physically and virtually through social media for suicide prevention as well as mental health awareness.
- Plumas Charter School will provide referral to PCBH for all Tier III individuals for assessment and level of care determination.
- Plumas Charter School will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care.

### Measurable outcomes:

- Plumas Charter School will improve timely access to services for the underserved population of school children and youth. Site-based intervention teams meet once to four times monthly to review student data and requests for assistance. It is through this process that students are identified for necessary Tier II and Tier III services. Plumas Charter School will be able to report out the number of students referred to services across the district quarterly (see below for collection method).
- Plumas Charter School will provide access and linkage to treatment through the intervention teams student data screening process as well as through requests generated from awareness month activities – suicide prevention and mental health awareness. Intervention teams meet once to four times monthly. Referrals are generated through the Request for Assistance process at each site and intervention team recommendations through data analysis on students.
- Plumas Charter School will provide supports using non-stigmatizing and non-discriminatory strategies by providing a tiered approach to supports which starts with application to the entire student body as well as awareness activities both on physical campus and virtually through social media outlets. Making it available to all students decreases stigma and discrimination.
- PCBH will be able to measure the access to services by comparing the number of intakes completed from school referrals with the reported number of referrals from Plumas Charter School at the quarterly reporting periods.
- Plumas Charter School will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care. The productivity standard is set at 50% due to other prevention and referral related tasks.

### Data collection methods:

- Plumas Charter School will utilize our student database to extract demographic reporting of students served.
- Plumas Charter School will utilize intervention team data-based decision making to ensure identification of students in need of Tier II supports in each community.



- Plumas Charter School will report out the number of students within the district receiving Tier II evidence-based supports. These numbers will be collected through intervention team meeting minutes by school site.
- Plumas Charter School will report out the number of students within the district receiving Tier III referrals to mental health services, reporting PCBH referrals and non-profit or private referrals separately. These numbers will be collected through intervention team meeting minutes by school site.
- Plumas Charter School will report out the number of family members of students at risk that are supported by Student Service Coordinators across the district. These numbers will be collected by Student Service Coordinator documentation of daily contacts.

Projected number of students served through Tier I and Tier II supports:

Children and their families (0-15)	>250
Transition Age Youth (TAY) (16-25)	>50
Adult (26-59)	0
Older Adult (60+)	0

Contractor will provide services in accordance with the following provisions.

#### **I. Service Locations**

Services rendered pursuant to this agreement shall be at the following location(s).

##### **Plumas Charter School Quincy Campus**

1425 E. Main Street  
Quincy CA 95971

##### **Indian Valley Academy – Taylorsville**

Taylorsville, CA 95983

##### **Plumas Charter School Chester Campus**

135 Main St  
Chester, CA 96020

#### **II. Purpose**

Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Specialty Mental Health Services (SMHS) for full scope Medi-Cal eligible Plumas County children, ages 5-21, through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program for elementary, junior high, and high school students enrolled at Plumas Charter School, who don't respond to Tier I and Tier II PBIS interventions and supports. A listing and description of these services are detailed in Section VI of this Scope of Work.

#### **Goal**





The goal of the EPSDT SMHS is to provide school-based screenings and referrals for assessment by PCBH Utilization Review process and to provide school-based mental health services for individuals who meet criteria for mild to moderate mental health services.

### **III. Target Population**

County-referred Plumas County Medi-Cal beneficiaries.

These are children and youth who will be assessed by PCBH staff in each community and identified by Plumas County Behavioral Health Utilization Review team as either needing mild to moderate mental health services or moderate to severe specialty mental health services. It is expected that Plumas Charter School will provide mild to moderate school-based mental health services. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

1. The County will require periodic review for continued service authorization through the Utilization Review (UR) process.

### **IV. MONITORING**

Track and report annually or as noted on the following:

- A. Child and Adolescent Needs and Strengths-50 (CANS): The CANS tool is an evidence-based tool to measure children and youth functional outcomes in California. The CANS is a structured assessment used for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes. The CANS is completed at intake, every six months thereafter, and at discharge.
- B. The Pediatric Symptom Checklist (PSC) is a 35-item parent/caregiver-report psychosocial screen designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible. The PSC is completed at intake, every six months thereafter, and at discharge.
- C. Bi-Annual completion of: State Consumer Perception Survey.
- D. Chart reviews will be conducted by PCBH staff to support compliance with Medi-Cal documentation standards. Plumas Charter School will be held to the documentation standards that are expected by the Department of Healthcare Services.

### **V. MEDI-CAL CERTIFICATION AND GOALS:**

- A. Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health to become a Medi-Cal certified Provider in Plumas County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer



regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.

- B.** Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

## **VI. SERVICES**

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

- A.** 1810.227. Mental Health Services "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- B.** 1810.204. Assessment "Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- C.** 1810.206. Collateral "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- D.** 1810.232. Plan Development "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a



beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- E. 1810.250. Therapy "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.



## EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices, and quarterly reports in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson [kpierson@pcbh.services](mailto:kpierson@pcbh.services) and accounts payable Lisa Beck [lbeck@pcbh.services](mailto:lbeck@pcbh.services) no later than the 15<sup>th</sup> day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

### INVOICING AND PAYMENT:

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

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

### D. Fee Structure:

Program Category	Description of Cost	Maximum Amount
Personnel		
.5 FTE or 1.0 FTE Behavioral Health Specialist as costs allow	100% salary and benefit cost	\$120,000
Supplies	Supplies, materials and incentives for awareness months and PBIS awards	\$2,000

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MHSA2425 Plumas Charter

Travel	Some travel may be necessary between communities	\$4,000
Other	Certificated and classified engagement and support of PBIS implementation Tiers I & II	\$10,000
Indirect	Administrative oversight of PBIS infrastructure and staffs, tech support and equipment, fiscal staff support, facilities and maintenance support	\$4,000
<b>Total MHSA for Year 1</b>		\$140,000
<b>Plumas Charter School In-Kind Expenditures</b>		\$ 0
<b>Total Program Cost</b>		\$140,000

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**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Roni Towery

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Redwood Toxicology, Inc., for providing drug screenings; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 budget (70330/524870); approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Redwood Toxicology, Inc., for providing drug screenings; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 budget (70330/524870); approved as to form by County Counsel.

**Background and Discussion:**

Contract to provide the Sheriff's Office, on an on-needed basis, drug screening for Alcohol, Amphetamines, BARbiturates, Benzodiazepines, Cocaine, Opiates, and THC.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Redwood Toxicology, Inc., for providing drug screenings; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 budget (70330/524870); approved as to form by County Counsel.

**Fiscal Impact:**

(General Fund Impact) as approved in FY23/24 budget (70330/524870)

**Attachments:**

1. Redwood Toxicology

### Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Redwood Toxicology, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Nine Hundred and Ninety-Nine Dollars (\$9,999.00).
3. Term. The term of this agreement shall be from June 1, 2024, through May 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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



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

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

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

County:

Sheriff's Office  
 County of Plumas  
 1400 E. Main Street  
 Quincy, CA 95971  
 Attention: Sgt. Steve Peay

Contractor:

Redwood Toxicology Laboratory  
 3650 Westwind Blvd.  
 Santa Rosa, CA 95403  
 Attention: Contract Manager

With Copy To:

Abbott Laboratories  
 100 Abbott Park Road  
 Abbott Park, Illinois 60064  
 Att: DVP and Associate General Counsel, RMDx Legal

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

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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.

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

**CONTRACTOR:**

Redwood Toxicology Laboratory Inc., a  
California corporation

By: \_\_\_\_\_  
Name: Mary Tardel  
Title: Director, Government Services  
Date signed:

**COUNTY:**


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

By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff/Coroner  
Date signed:

By: \_\_\_\_\_  
Name: Greg Hagwood, Chair  
Title: Board of Supervisors  
Date signed:

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board

Approved as to form:

  
Joshua Brechtel, Attorney  
County Counsel's Office

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

1. Contractor will provide, upon request/order by the County on an as-needed basis, urine drug screening for Alcohol (Ethanol), Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, and THC. Initial screening of Contractor's standard laboratory tests is performed by enzyme immunoassay (EIA). Confirmation is performed by a secondary method including gas chromatography (GC), gas chromatography/mass spectrometry (GC/MS), and/or liquid chromatography/tandem mass spectrometry (LC/MS/MS), depending on drug class.
2. Upon request by the County, Contractor will provide GC-MS confirmation of positive drug screens. Upon request by the County, Contractor will provide confirmation of Benzodiazepines and Oxycodone by liquid chromatography/tandem mass spectrometry (LC-MS/MS).
3. Upon request by the County, Contractor will provide urine testing for Ethyl Glucuronide (EtG) and Ethyl Sulfate (EtS) alcohol metabolite. EtG/EtS is screened, confirmed, and quantitated by liquid chromatography/tandem mass spectrometry (LC-MS/MS).
4. Reporting by internet through Contractor's reporting website, <https://toxaccess.redwoodtoxicology.com>, is default method. Fax summary and/or hard copy reports will be provided upon request.
5. Contractor will confirm all positive tests by the methods indicated in Sections 1 through 3 above. Turnaround times are as follows:
  - a. Urine Drug Testing
    - i. Negative results for basic urine tests (non-esteric) are available within twenty-four (24) to forty-eight (48) hours after receipt of specimen(s) at Contractor.
    - ii. Confirmed positive results or esteric testing requiring GC-MS, LC-MS/MS or GC-FID will be reported to authorized County personnel within seventy-two (72) to ninety-six (96) hours after receipt of specimen(s), or after receiving request for GC-MS or LC-MS/MS confirmation.
  - b. Oral Fluid Drug Testing
    - i. Negative results for oral fluid screens are available within forty-eight (48) to ninety-six (96) hours after receipt of specimen(s) to Contractor.

- ii. Confirmed positive results by GC-MS or LC-MS/MS will be reported to authorized County personnel within seventy-two (72) to ninety-six (96) hours after receipt of specimen(s), or after receiving request for GC-MS or LC-MS/MS confirmation.
  - iii. Positive specimens will be saved for three (3) months.
6. Contractor will sell to County, upon request/order by the County, onsite drug and/or alcohol screening devices ("Product") as designated in Attachment A to Exhibit B at the prices set fourth thereon. Collection and shipping supplies are available for the Product. Supplies include requisition forms, specimen labels, urine specimen bottles or collection beakers. Chain of custody forms and security seals.
7. The County shall read and follow all of the instructions for use supplies with the Product. The County further acknowledges that the Product is a screen only, and that the Contractor strongly recommends the confirmation of any positive screen result by appropriate, recognized laboratory confirmation methodology before taking any action deemed adverse to the specimen donor.

**EXHIBIT B**

**Fee Schedule**

1. Contractor shall charge the County for the work in accordance with the Fee Schedule attached hereto as Attachment A. Contractor shall invoice the County monthly. Invoices for Product are sent separately from laboratory services invoices. Laboratory service fees are not included on the invoices for Products.
2. The County shall pay all undisputed invoices within thirty (30) days of the County's receipt of the invoice.
3. Contractor will not increase fees for a period of one year, commencing with the date of this agreement. At the Renewal of the contract, Contractor is permitted to increase then-current pricing in its discretion effective thirty (30) days after Contractor provides written notice of such price increase to County. Thereafter, increases shall not be more frequent than one-year intervals. Increases shall become effective with sixty (60) days written notice.
4. Contractor shall furnish to the County such information as may be requested which relates to the services described in this contract. The service provider, with advance written notice and approval, shall provide reasonable access to all records, books, reports, and other necessary data and information needed to accomplish reviews of services and expenditures.



**Attachment A**  
**Fee Schedule**

See attached.



**Attachment A  
Pricing Schedule  
Plumas County Sheriff's Department  
Effective June 1, 2024**

**Section I: Laboratory Drug & Alcohol Testing Services - Urine**

**URINE LAB TESTS - STANDARD DRUGS**

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
H58	Urine 12 Panel ALC,AMP,BAR,BZO,COC,CR,MTD,OPI,OXY,PCP,PPX,THC - Screen Only	\$9.15
Various	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$19.75
5845	Amphetamines LC-MS/MS Confirmation Only	\$19.75
V28	LC/MS/MS Comp Oxy Confirmation Only	\$19.75
V27	LC/MS/MS Comp Benzodiazepines Confirmation Only	\$19.75
V187	LC/MS/MS Urine Amphetamines Confirmation Only	\$19.75
V140	LC/MS/MS Comp THC-COOH Confirmation Only	\$19.75
V137	LC/MS/MS Comp Opiates Confirmation Only	\$19.75
V110	LC/MS/MS Cocaine Confirmation Only	\$19.75
V01	GC-FID Comp Alcohol Confirmation Only	\$19.75

Initial screening of standard laboratory tests at RTL will be performed by enzyme immunoassay (EIA). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS), liquid chromatography-tandem mass spectrometry (LC-MS/MS), or gas chromatography-gas flame ionization (GC-FID), depending on drug class. GC-FID is used only on samples requiring alcohol (EtOH) confirmation. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.

**Section II: Laboratory Supplemental Services**

**PROBLEMATIC SPECIMEN CHARGES AND ADDITIONAL SERVICE CHARGES**

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	\$25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
AFFD	Affidavits	\$100.00
INTP	Interpretations	\$100.00
STAT	STAT Testing Requests (Priority)	\$100.00
CORT	Telephonic or Webinar Court Testimony	\$250.00
	In-Person Court Testimony	\$700 per day + travel
FEDEX	Fewer than five (5) specimens sent to the lab by next day air service	\$25.00

**Collection & Shipping Supplies**

RTL provides all necessary urine specimen collection kits and shipping supplies to its clients at no additional cost. For urine testing these supplies include:

- Urine specimen collection kits: beakers with built-in temperature strips and specimen bottles
- Specimen baggies with absorbent material
- Lab requisition (chain of custody) forms – pre-printed and/or self-print electronic collection
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes

**Lab Supply Shipping and Handling:** Outbound lab supply orders will be shipped on an 'at cost' basis. FOB Shipping Point.

**Specimen Shipment to RTL:** Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a twenty-five dollar (\$25.00) charge per shipment.



3650 Westwind Boulevard  
Santa Rosa, CA 95403  
T: +1 800 255 2159  
F: +1 707 577 8102

Attachment A  
Pricing Schedule  
Plumas County Sheriff's Department  
Effective June 1, 2024

Section III: Rapid On-Site Test Devices - Urine Cups

iCup Integrated Test Cup Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2208	13	Expanded iCup 13 AMP1000/BUP10/BZO300/COC300/ETG500/FTY20/MAMP1000/ MDMA500/MTD300/MOP300/OXY100/THC50/TRA200 - <b>FFUO**</b>	\$4.65	\$116.25

Collection Supplies

PART	DRUG(S)	CONFIGURATION	PRICE
GD5334T1	N/A	90 mL bottle	\$0.26
031380	N/A	6.5 oz/ Graduated Beaker	\$0.40
031258	N/A	Temperature Strip	\$0.10
AB001	N/A	Double Pouch Bags	\$0.10

**Device Order Shipping & Handling:** Device orders will be shipped on an 'at cost' basis. FOB Shipping Point.



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Roni Towery

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and North Fork Medicine, to provide 24-hour medical services to the Sheriff's Office Correctional Facilities ; effective July 1, 2024; not to exceed \$102,300.00; (General Fund Impact) as requested in FY24/25 budget (70380/521900); approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and North Fork Medicine, to provide 24-hour medical services to the Sheriff's Office Correctional Facilities ; effective July 1, 2024; not to exceed \$102,300.00; (General Fund Impact) as requested in FY24/25 budget (70380/521900); approved as to form by County Counsel.

**Background and Discussion:**

Contract to provide Sheriff's Office Correctional Facilities with on-call medical services 24-hours a day, 7 days a week.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and North Fork Medicine, to provide 24-hour medical services to the Sheriff's Office Correctional Facilities ; effective July 1, 2024; not to exceed \$102,300.00; (General Fund Impact) as requested in FY24/25 budget (70380/521900); approved as to form by County Counsel.

**Fiscal Impact:**

(General Fund Impact) as requested in FY24/25 budget (70380/521900)

**Attachments:**

1. North Fork Medicine

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and North Fork Medicine, a California Partnership, (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 One Hundred and Two Thousand Three Hundred and 00/100 Dollars (\$102,300.00).
3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, 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. Excluding professional liability (malpractice) insurance, Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability 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 coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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



17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Sarah Novak

Contractor:

North Fork Medicine  
1060 Valley View Dr.  
Quincy, CA 95971  
Attention: Dr. Ross Morgan

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

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

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of 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.

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

**CONTRACTOR:**

North Fork Medicine, a California Partnership

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

Name: Ross Morgan, MD

Title: Medical Doctor

Date signed:

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

Name: Erin Barnes, MD

Title: Medical Doctor

Date signed:

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

Name: Elizabeth Paige Lewis, MD

Title: Medical Doctor

Date signed:

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

Name: Alexandra Hunt, MD

Title: Medical Doctor

Date signed:

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

Name: Joseph Schad, MD

Title: Medical Doctor

Date signed:

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

Name: April Leonardo, MD

Title: Medical Doctor

Date signed:

**COUNTY:**

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

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

Name: Todd Johns

Title: Sheriff/Coroner

Date signed:

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

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

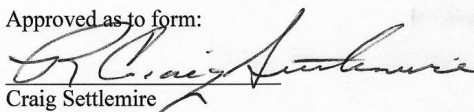
By: \_\_\_\_\_

Name: Allen Hiskey

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:

  
Craig Settemire  
Counsel

## **EXHIBIT A**

### **Scope of Work**

Contractor shall provide the following medical services twenty-four hours a day, seven days a week. Contractor is not responsible for providing any nursing services or administrative services under the Agreement.

On-Call: Physicians shall provide on-call medical services twenty-four hours a day, seven days a week (including holidays). Physicians will respond within thirty minutes to perform screening medical triage as defined below.

Triage: Triage will consist of phone conversations with jail nurse and/or correctional officers to determine urgency of medical need and appropriate plan for further medical evaluation. All nurse sick call will be triaged with physicians. All standard treatment procedures will be triaged with physicians.

Medical Evaluation: Urgent life threatening inmate issues shall be handled through the Emergency Medical System while simultaneously notifying the on-call physician. No delay should be incurred by waiting for the on-call physician to respond. Physician may mitigate EMS services through direct communication with paramedics or EMTs.

Semi-urgent, non-life threatening issues will be handled through direct communication between the on-call physician and the on-call nurse. In most cases, the on-call nurse shall evaluate the inmate in person in a time frame reasonable to appropriately address the medical need at hand. Non-urgent issues shall generally be addressed by the jail nurse during normal "sick call" hours and communicated with on call physician.

Supervision: Physicians agree to provide "sick call", "call-back" and "on-call" supervision to jail nurse via phone consultation.

Site Visits: Contracted physicians will perform site visits once weekly to perform face-to-face medical evaluations on inmates referred by the jail nurse. Physician will address any concerns brought forward by the jail staff. This onsite visit will generally occur on Thursday or Fridays but may vary to accommodate physician schedules.

Medications: Physicians shall be solely responsible for prescribing inmate medications. Physician may direct the jail nurse to carry out dispensing of medications.

Procedures: Minor office and surgical procedures may be performed by contracted physicians (i.e. joint injections, wound debridement, splinting, etc.) as deemed medically appropriate. Traumas, including suspected fractures, dislocations, lacerations requiring repair, head injuries or injuries requiring imaging, i.e. x-rays, will be evaluated in the emergency room.

Physicians agree to participate in Quality Improvement meetings every 6 months.

Physicians agree to provide peer-to-peer chart review.

Physicians agree to review all ancillary testing completed during the week including Labs, imaging, etc

## **EXHIBIT B**

### **Fee Schedule**

1. For services County agrees to compensate Contractor a flat fee of eight thousand five hundred twenty-five dollars and 00/100 Dollars (\$8,525.00) per month. (10% increase from previous years to account for inflation). **This Agreement shall not exceed One Hundred and Two Thousand Three Hundred and 00/100 Dollars (\$102,300.00).**
2. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medication, and medical supplies not otherwise covered by this Agreement. The county shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
3. Contractor shall be responsible for the costs of providing medical samples, as obtained, for use by the inmates.
4. County shall provide coverage and pay premiums for malpractice insurance covering all physician professional services provided under this agreement.



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Roni Towery

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kassbohrer All Terrain Vehicles for general equipment repairs and maintenance; effective June 1, 2024; not to exceed \$20,000.00; (General Fund Impact) as approved in FY23/24 various budgets; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kassbohrer All Terrain Vehicles for general equipment repairs and maintenance; effective June 1, 2024; not to exceed \$20,000.00; (General Fund Impact) as approved in FY23/24 various budgets; approved as to form by County Counsel.

**Background and Discussion:**

Contract to provide the Sheriff's Office with general equipment repairs and maintenance including (but not limited to): lube, oil, and filter changes, vehicle inspections, engine repairs/replacements, drive train repairs/replacements, diagnostics, and electrical/wiring repairs.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kassbohrer All Terrain Vehicles for general equipment repairs and maintenance; effective June 1, 2024; not to exceed \$20,000.00; (General Fund Impact) as approved in FY23/24 various budgets; approved as to form by County Counsel.

**Fiscal Impact:**

(General Fund Impact) as approved in FY23/24 budget various budgets

**Attachments:**

1. Kassbohrer All Terrain Vehicles 3355 FINAL



## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Kassbohrer All Terrain Vehicles, Inc. a Maine 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 Thousand Dollars and No/100 (\$20,000.00).
3. Term. The term of this agreement shall be from June 1, 2024, through May 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS \_\_\_\_

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

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

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

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

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

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

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

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

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

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

County:

Sheriff's Office  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Sarah Novak

Contractor:

Kassbohrer All Terrain Vehicles, Inc.  
8850 Double Diamond Parkway  
Reno, NV 89521  
Attention: Brian Pomerleau, Chief Financial Officer

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of 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 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of 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.

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

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

**CONTRACTOR:**

Kassbohrer All Terrain Vehicles, Inc., a Maine Corporation

By: \_\_\_\_\_  
Name: Brian Pomerleau  
Title: Chief Financial Officer  
Date signed:

By: \_\_\_\_\_  
Name: Stefan Spindler  
Title: Chief Executive Officer  
Date signed:

**COUNTY:**

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

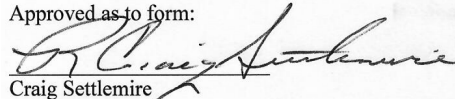
By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff-Coroner  
Date signed:

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Chair, Board of Supervisors  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board of Supervisors  
Date signed:

Approved as to form:

  
Craig Settemire  
Counsel

## **EXHIBIT A**

### **Scope of Work**

1. Provide general equipment repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, Oil, and Filter changes (LOF)
  - b. Vehicle inspection
  - c. Engine repair and replacement
  - d. Drivetrain repair and replacement
  - e. Diagnostics, including drivability and mechanical repairs
  - f. Electrical/wiring repairs
2. All work shall be provided in accordance with industry standards for high-quality services and repairs. Prior to any service or repair work being performed, a repair order shall be submitted for approval and signed by the appropriate authority. All costs which may exceed the estimated amounts shall be submitted for approval prior to continuing work.



## **EXHIBIT B**

### **Fee Schedule**

1. Labor shall be charged at \$155.00 per hour.
2. Parts as quoted.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Roni Towery

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Sherriff's Office and Joseph Schad, D.O., to provide and coordinate medical case services for inmates at correctional facilities managed by Plumas County Sheriff's Office; effective July 1, 2024; not to exceed \$178,200.00; (General Fund Impact) as proposed in FY24/25 budget (70380 / 521900); approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Sherriff's Office and Joseph Schad, D.O., to provide and coordinate medical case services for inmates at correctional facilities managed by Plumas County Sheriff's Office; effective July 1, 2024; not to exceed \$178,200.00; (General Fund Impact) as proposed in FY24/25 budget (70380 / 521900); approved as to form by County Counsel.

**Background and Discussion:**

Contract to provide and coordinate comprehensive medical services for inmates at correctional facilities managed by Plumas County Sheriff's Office.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Sherriff's Office and Joseph Schad, D.O., to provide and coordinate medical case services for inmates at correctional facilities managed by Plumas County Sheriff's Office; effective July 1, 2024; not to exceed \$178,200.00; (General Fund Impact) as proposed in FY24/25 budget (70380 / 521900); approved as to form by County Counsel.

**Fiscal Impact:**

(General Fund Impact) as proposed in FY24/25 budget (70380 / 521900)

**Attachments:**

1. Joseph Schad, DO

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Joseph Schad, D.O. (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 One Hundred and Seventy-Eight Thousand, Two Hundred and 00/100 Dollars (\$178,200.00).
3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, 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.

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

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
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20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Sarah Novak

Contractor:

Joseph Schad D.O.  
3730 Chandler Rd.  
Quincy, Ca. 95971  
Attention: Joseph Schad

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



27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of 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.

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

**CONTRACTOR:**

Joseph Schad, D.O., an Individual

By: \_\_\_\_\_  
Name: Joseph Schad, D.O.  
Title: D.O.  
Date signed:

**COUNTY:**

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

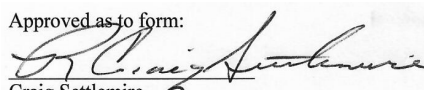
By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff/Coroner  
Date signed:

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Chair, Board of Supervisors  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board of Supervisors  
Date signed:

Approved as to form:

  
Craig Settemire  
Counsel

## **EXHIBIT A**

### **Scope of Work**

#### STATEMENT OF WORK AS MEDICAL DIRECTOR

##### A. INTENT

- a. To provide and coordinate comprehensive medical care services for inmates at correctional facilities managed by Plumas County Sheriff's Office (PCSO). Plan to work cooperatively with PCSO, the Plumas County Behavioral Health Care Services department which is responsible for providing mental health care to inmates. Also plan to work with and coordinate care with dental, vision, pharmacy, nursing and physician contractors.
- b. Intend to satisfy both medical and nursing qualifications for NCCHC certification as stated in Title 15. The Medical Director position would be 75% administrative and 25% clinical.
- c. Medical Director will provide secretarial/clerical support for all administrative functions.
- d. Fee Schedule see Exhibit B

1. REQUIREMENTS TO BE PROVIDED BY PLUMAS COUNTY JAIL

- a. Contract with local medical physicians
  - i. Provide medical services twenty-four hours a day, seven days a week
  - ii. Weekly medical rounds at Jail
- b. Contract with Nurses
- c. Contract with Plumas County Behavioral Health Services
  - i. Responsible for providing mental health care
- d. Prosthesis/Glasses as medically indicated and appropriate
- e. Medical Equipment as medically indicated and appropriate (i.e. braces, crutches, etc.).
- f. Ancillary Services. Contracted arrangement with Plumas District Hospital for Laboratory, x-ray, and other ancillary services as required.
- g. Hospital Care. Contracted arrangement with Plumas District Hospital for all in-patient and out-patient treatment following booking.
- h. Contract agreements with Dental
- i. Contract agreements with Optometry
- j. Contracted Pharmaceutical Vendor to complete the following
  - i. Pharmaceutical Policies and procedures in compliance with Title 15
  - ii. Generate pharmacy and therapeutic reports monthly
  - iii. Formulary implementation
  - iv. Consulting services for nursing during business hours
  - v. Policy for repackaging medication and delivery of medications
  - vi. Develop appropriate training of Correctional Officers, per Title 15, to administer medications when nurse is unavailable
  - vii. Policy and procedure for controlled substances
  - viii. Policy and procedure for over the counter medications

## B. ADMINISTRATIVE SERVICES PROVIDED AND OVERSEEN BY MEDICAL DIRECTOR

### a. Administrative Meetings and Reports

- i. Monthly Statistical data collection (in accordance to NCCHC standards) by nursing staff including: clinic visits, ER visits, medications administered, number of patients receiving psychotropic medications, volume of patients who receive mental health services, etc.
- ii. Weekly meetings with nursing staff on restructuring, revising, and revamping the health care policy manual in accordance to NCCHC standards and Title 15
  1. Monitor health care services, investigation of complaints, review of administration practices
  2. Evaluating problems or concerns with nursing and other staff and whether corrective measures were effective
  3. Quality measure review of each policy implemented.
  4. All meetings will have secretarial documentation with minutes
- iii. Monthly meetings with Correctional Jail Commander (or designee), Medical Director, Nursing, Mental Health representative
- iv. Yearly QI meeting with Correctional Jail Commander, Medical Director, Contracted physicians, Contracted Dental, Mental Health Director, Public Health Director, and Nursing Director.

### b. Quality Management

- i. Monitor health care services, investigation of complaints, review of administration practices and implementation of treatment plans
- ii. Review all in-custody deaths, suicides, suicide attempts, outbreaks of illness, and adverse or unexpected outcomes
  1. Implement a system of measurement to address and resolve problems and re-evaluate to objectively measure if corrective measures were effective.

c. Medical Licensing, Credentialing, and Privileging

- i. Licensing and Credentialing. Will ensure existing Physician and nursing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services.
- ii. Develop ongoing monitoring system for maintaining current licensure

d. Job Descriptions

- i. Will Develop written job description for medical physicians (in accordance with contracted physicians)
- ii. Will Develop written job description for Registered nurse, Licensed Vocational Nurse (in accordance with contracted nurses)
- iii. Will be reviewed on annual basis

e. Staff Development and Training

- i. Develop written staff development and training plan
  - 1. County Public Health will aid in this process
  - 2. Topics will include but be limited to: CPR, Alcohol drug intoxication, emotional disturbance, suicide training
  - 3. Training programs will be available to Correctional Personnel

f. Medication Administration

- i. Policy and procedures will be monitored will be followed per NCCHC standard
- ii. Standardizing medication administration times so majority of medications can be administered while nursing services are on premises

g. Medical Policies and Procedures

- i. Ongoing monitoring and quality improvement projection related to adherence to policies and procedures per NCCHC standards.
- ii. Peer Review
  - 1. 10% of sick visits per contracted medical provider (not including Dental and Mental Health) will be peer reviewed yearly.
- iii. Audit, review, and document at least 10% of each of the individual RN's who implement standardized procedures.
- iv. Develop and implement discharge planning policies and procedures
  - 1. Appropriate referrals, adequate supply of medications, follow up plans with outside providers.
  - 2. Coordination with discharge planning team and monthly meetings.

h. Mental Health Policies and Procedures/Services

- i. Monitor compliance with policies and procedures in accordance with NCCHC standards.
- ii. Implementing ongoing quality improvement studies and projects in accordance with NCCHC standards.

C. MEDICAL OVERSIGHT PROVIDED BY MEDICAL DIRECTOR

- a. Oversight of contracted medical services including on call service and sick visits.
  - i. Medical quality and Documentation
  - ii. 10% per year of physician charts will be reviewed for quality measures
- b. Oversight of intake visits
  - i. Weekly oversight of Intake screenings performed for all inmates by a licensed registered nurse (RN) or (LVN) at the time of booking.

1. Document abnormal behaviors, state of consciousness, mental status, appearance, and other signs and symptoms, such as profuse sweating or tremors, offenders who are in obvious need of immediate medical attention will be referred for immediate medical care.

#### D. MEDICAL SERVICES PROVIDED BY MEDICAL DIRECTOR

- a. Implement Health Appraisal (Wellness Visit). An appraisal will be performed by Medical Director in conjunction with nursing staff. Goal is to assure inmates being treated at facility have health care plans with clear goals, and objectives. Appraisal to be done within 14days of booking. Timing will be determined by complexity of medical conditions.

- i. Develop problem list with active medications

- ii. Medical history, current medical problems, prior hospitalizations, treatments, signs or symptoms including infectious and communicable disease, and the possibility of pregnancy

1. Women Health and Obstetric visits will require local hospital until adequate space is provided a correctional facility.

- iii. Most recent Laboratory and/or diagnostic tests to detect communicable disease or other health conditions, including sexually transmitted infection, tuberculosis, hepatitis, Aids, and pregnancy.

1. AIDS and Hepatitis treatment will be coordinated through local hospital

- iv. Measurements of height, weight, pulse, blood pressure, and temperature.

- v. Conditions of the skin, including signs of trauma, lesions, bruises, recent tattoos, jaundice, infestations, rashes, and indications of drug abuse

- vi. Dental problems and referral to dental consult for urgent dental needs

- vii. Body deformities, ease of movement, etc

- viii. Disabilities that may require accommodation

- ix. Mental health screenings will be conducted. Inmates with emergent needs will receive immediate care at local emergency department. Inmates with urgent needs will be referred for an assessment within 24hrs.

- x. Appropriate use of controlled substances utilizing medical record, cures report, consultation with previous treating provider, and controlled substance count
  - xi. Medical examination, including examination of heart, lungs, abdomen, skin, and any other part of the body for which examination would be prudent based on patient specific history, risks, or other clinical indicators
  - xii. Development and implementation of a comprehensive health services treatment plan based on previously identified problems.
  - xiii. Coordinate and make arrangements, as indicated, for outside consultation services
- b. Substance Use disorder Treatment program
  - i. Implementation of program and Policy Procedure development
    - 1. Including medication assisted treatment for Opiate Use Disorder
- c. Wellness visits on every patient by 14days of incarceration
  - i. Visit addressing current standard of care screening and treatment of chronic disease
  - ii. Health maintenance visits as dictated by wellness visit (ex: hypertension, diabetes, etc)
- d. Communicable/infectious disease outbreak (for example COVID, chicken pox, lice, or flu outbreak).
  - i. Policies, procedures and/or reports and notifications advising treatment plans.
  - ii. Reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs that would occur to prevent future occurrences of such incidents.



## **EXHIBIT B**

### **Fee Schedule**

1. For Services satisfactorily rendered, and upon receipt and approval of Proposal for said services, the County agrees to compensate Contractor a flat fee of fourteen thousand eight hundred fifty and No/100 Dollars (\$14,850.00) per month. (10% increase from previous year to account for inflation). **This Agreement shall not exceed One Hundred and Seventy-Eight Thousand Two Hundred Dollars (\$ 178,200.00).**
2. Contractor shall be responsible for the cost of secretarial and clerical work.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, other contracted services as discussed, and medical supplies as discussed. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
5. County shall be responsible for the service costs of contracted physicians, nurses, pharmacist, Dentist, optometry, and any specialty medical services needed.



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Roni Towery

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Kelsey Driscoll, dba Veritas Mountain Medical to provide medical services to inmates at the correctional facilities managed by Plumas County Sheriff's Office; effective July 1, 2024; not to exceed \$1,296,000.00; Three year contract; (General Fund Impact) as proposed in FY24/25 budget (70380 / 521900); approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Kelsey Driscoll, dba Veritas Mountain Medical to provide medical services to inmates at the correctional facilities managed by Plumas County Sheriff's Office; effective July 1, 2024; not to exceed \$1,296,000.00; Three year contract; (General Fund Impact) as proposed in FY24/25 budget (70380 / 521900); approved as to form by County Counsel.

**Background and Discussion:**

Contract to provide medical services to inmates at correctional facilities managed by Plumas County Sheriff's Office.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Kelsey Driscoll, dba Veritas Mountain Medical to provide medical services to inmates at the correctional facilities managed by Plumas County Sheriff's Office; effective July 1, 2024; not to exceed \$1,296,000.00; Three year contract; (General Fund Impact) as proposed in FY24/25 budget (70380 / 521900); approved as to form by County Counsel.

**Fiscal Impact:**

(General Fund Impact) as proposed in FY24/25 budget (70380 / 521900).

**Attachments:**

1. Kelsey Driscoll FINAL

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Kelsey Driscoll, an individual, dba Veritas Mountain Medical (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 One Million, Two Hundred and Ninety-Six Thousand Dollars (\$1,296,000.00).
3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2027, 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

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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.

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

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office  
County of Plumas  
1400 East Main Street  
Quincy, CA, 95971  
Attention: Sarah Novak, Fiscal Officer

Contractor:

Veritas Mountain medical  
337 Alder Street  
Quincy, Ca, 95971  
Attention: Kelsey Driscoll

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



27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of 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.

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

**CONTRACTOR:**

Kelsey Driscoll, an individual, dba Veritas  
Mountain Medical

By: \_\_\_\_\_  
Name: Kelsey Driscoll  
Title: Owner/Individual  
Date signed:

**COUNTY:**

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

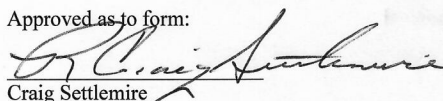
By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff/Coroner  
Date signed:

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Chair, Board of Supervisors  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board of Supervisors  
Date signed:

Approved as to form:

  
Craig Settemire  
Counsel

## **EXHIBIT A**

### **Scope of Work**

1. Purpose. To deliver quality, respectful medical services to inmates at the Plumas County Correctional Facility ("PCCF"). See attached work proposal from May Nursing Services
2. Services to be provided. Contractor shall provide professional nursing services to the PCCF, as follows:
  - a. One (1) nurse shall be on duty and available to the jail Monday through Sunday (excluding holidays) between 6 a.m. and 11 p.m. (excluding a one-hour lunch-break) to provide daily "sick call", set up medication to be dispensed throughout the day, dispense medications to inmates while at the facility during routine hours. Nurse shall handle all other tasks related to the provision of nursing services under this Agreement.
  - b. At least one (1) nurse shall be on-call at all other times, including holidays, to provide call-back nursing services as requested by the PCCF with reasonable response times.
  - c. County and Contractor shall coordinate to provide any necessary training to PCCF staff as to appropriate situations to request call-back nursing services.
  - d. Contractor shall ensure that the PCCF has the contact information, including telephone number, of the designated on-call nurse(s) at all times. If the designated on-call nurse does not respond, County may contact Contractor and request that a substitute on-call nurse respond.
  - e. All nurses shall be supervised by doctors associated with the North Fork Family Medicine practice group and the Medical director contracted by the county. Contractor shall enter into an appropriate agreement with North Fork Family Medicine to provide for such supervision. Nurses shall perform triage on medical requests from inmate patients and shall consult with physicians regarding care and treatment of inmate patients as is necessary and appropriate. Nurses shall oversee the dispensing of medications to inmate patients in accordance with physician orders.
  - f. A nurse will be on duty or on call, at all times listed above (Exhibit A, 2. A.), this includes during times of natural disasters occur. This may include wildfire, flooding and mandatory evacuations.

## **EXHIBIT B**

### **Fee Schedule**

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Thirty-Six Thousand Dollars (\$36,000.00) per month, not exceeding Four Hundred and Thirty-Two Thousand Dollars (\$432,000.00) per year. Total for entire term of agreement not to exceed one million two hundred ninety six thousand Dollars (\$1,296,000.00).
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the representative designated by the County at the address provided in Section 21 of this Agreement.
3. Contractor shall be responsible for the payment of all premiums for insurance required under this Agreement.

\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Roni Towery

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and William J. Spradling, dba Downtown Barber Shop to provide haircuts and beard trims to inmates once a month or on an as-needed basis; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 budget (22911 / 521900); approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and William J. Spradling, dba Downtown Barber Shop to provide haircuts and beard trims to inmates once a month or on an as-needed basis; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 budget (22911 / 521900); approved as to form by County Counsel.

**Background and Discussion:**

Contract to provide inmates at Plumas County correctional facilities beard trims and haircuts on a monthly or as-needed basis.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and William J. Spradling, dba Downtown Barber Shop to provide haircuts and beard trims to inmates once a month or on an as-needed basis; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 budget (22911 / 521900); approved as to form by County Counsel.

**Fiscal Impact:**

(General Fund Impact) as approved in FY23/24 budget (22911 / 521900)

**Attachments:**

1. Downtown Barber Shop

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and William J. Spradling, a Sole Proprietor, dba Downtown Barber Shop (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Nine Hundred and Ninety-Nine Dollars (\$9,999.00).
3. Term. The term of this agreement shall be from June 1, 2024, through May 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_

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

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

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.



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

County:

Sheriff's Office  
 County of Plumas  
 1400 E. Main Street  
 Quincy, CA 95971  
 Attention: Sarah Novak, Fiscal Officer

Contractor:

William Spradling  
 509 Main Street  
 Quincy CA 95971  
 Attention: William Spradling

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

\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_

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.

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

**CONTRACTOR:**

William Spradling, a Sole Proprietor, dba  
Downtown Barber Shop

By: \_\_\_\_\_  
Name: William Spradling  
Title: Owner  
Date signed:

**COUNTY:**

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

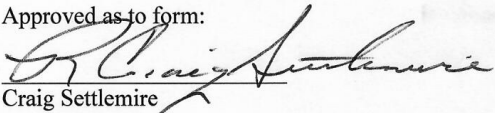
By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff/Coroner  
Date signed:

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Chair, Board of Supervisors  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board of Supervisors  
Date signed:

Approved as to form:

  
Craig Settlemire  
Counsel

**EXHIBIT A**

**Scope of Work**

1. Provide haircut and beard trim services to jail inmates once a month or on an as-needed basis upon request of Plumas County Sheriff's Office
  - a. Haircuts
  - b. Beard Trims
  - c. Haircuts & Beard Trims

**EXHIBIT B**

**Fee Schedule**

**See Attached**

## EXHIBIT B

# Downtown Barber Shop

Proposal submitted to: Plumas County Jail	Phone (530)283-2344	Date 28May2024
Job Description: Barber	Contractor Name: William J. Spradling	
Job Location: Plumas County Jail – 50 Abernathy Ln	City, State, Zip Quincy, C.A. 95971	

I submit specifications and estimates for:

- Haircut: \$28.00
- Beard Trim: \$18.00
- Haircut & Beard Trim: \$41.00

I propose hereby to furnish labor and material – complete in accordance with above specifications for the sum of:  
Once a month and/or need of the Plumas County Jail. Dollar amount to be determined following completion of services.

Payment to be made:  
Following completion of services. Payment to be received no later than 10 business days.

**Acceptance of contract** – The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Date of Acceptance:**

\_\_\_\_\_  
Authorized signature

  
\_\_\_\_\_  
William J. Spradling  
Barber/Owner  
Downtown Barber Shop  
(530)283-2344



**PLUMAS COUNTY  
SOCIAL SERVICES DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Christine Renteria, Office Supervisor

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Nanette Norton to prepare reports for the Court to determine whether services could be available to prevent the break-up of a Native American family and whether such services are culturally appropriate; effective 7/1/24-6/30/25; not to exceed \$25,000.00; (No General Fund Impact). Funds to pay for this agreement are drawn from 2011 Public Safety Realignment funds and Federal funds; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Nanette Norton to prepare reports for the Court to determine whether services could be available to prevent the break-up of a Native American family and whether such services are culturally appropriate; effective 7/1/24-6/30/25; not to exceed \$25,000.00; (No General Fund Impact). Funds to pay for this agreement are drawn from 2011 Public Safety Realignment funds and Federal funds; approved as to form by County Counsel.

**Background and Discussion:**

Under California law, when a child or the parent of a child in the Child Welfare system is determined to have Native American ancestry, the Juvenile Court must make determinations about whether removing the child from his/her parent(s) could result in emotional damage as a consequence of being separated from the child's cultural heritage. The Court must also determine whether services could be available to prevent the break-up of a Native Family and whether such services are culturally appropriate.

In order to accomplish this, most small and medium counties will contract with a qualified expert who can prepare a report for the Court covering these matters. In Plumas County, the Department has contracted Nanette Norton.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Nanette Norton to prepare reports for the Court to determine whether services could be available to prevent the break-up of a Native American family and whether such services are culturally appropriate; effective 7/1/24-6/30/25; not to exceed \$25,000.00; (No General Fund Impact). Funds to pay for this agreement are drawn from 2011 Public Safety Realignment funds and Federal funds; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) . Funds to pay for this agreement are drawn from 2011 Public Safety Realignment funds and Federal funds.

**Attachments:**

1. 3268 FINAL norton





**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 Department of Social Services (hereinafter referred to as "County"), and Nanette L. Norton, an individual (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 FIVE THOUSAND Dollars (\$25,000.00).
3. **Term.** The term of this Agreement shall be from July 1, 2024 through June 30, 2025, 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.

\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_

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

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

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

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

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

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

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

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

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

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

County:

Plumas Co. Dept. of Social Services  
Attention: Christine Renteria Fiscal ~ Office Supervisor  
270 County Hospital Rd., Suite 207  
Quincy, CA 95971

Contractor:

Nanette L Norton  
ICWA Expert Witness  
1010 Meier Drive, Unit B  
Chico, CA 95926

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

Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of 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.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

Nanette L Norton, an individual,

By: \_\_\_\_\_  
Nanette L. Norton  
Owner  
Date signed: \_\_\_\_\_

**COUNTY:**


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

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

**ATTEST:**

By: \_\_\_\_\_  
Allen Hiskey  
Clerk of the Board

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office

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

- 
- 
1. Contractor shall provide consulting services to the County related to the Indian Child Welfare Act (ICWA).
  2. Contractor shall provide advice regarding legal requirements of the ICWA to the County.
  3. Contractor shall assist the County with making the inquiries required by the ICWA into children's potential Indian child status.
  4. Upon request of the County, Contractor shall advise and assist the County with making timely notifications to tribes as required by the ICWA with respect to any potential Indian child.
  5. Contractor shall advise the County with respect to the active efforts required to be conducted by the County under the ICWA to alleviate the need for removal of an Indian child from his or her parents or Indian custodian.
  6. Contractor shall provide expert witness testimony at juvenile dependency hearings involving Native American families.
  7. Contractor shall contact Native American families with pending juvenile dependency cases to discuss reunification services appropriate under ICWA. Contractor shall arrange for an interpreter to assist with these communications in the event that a Native American family member is not fluent in English.
  8. Contractor shall timely provide, on behalf of the County, all reports to the Court required by the ICWA.
  9. All work by the Contractor is to be performed at the prior request and approval of the County. The County shall not be responsible for payment for work performed without the prior request and approval of the County.



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**EXHIBIT B****Fee Schedule**

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Consultation Only: flat rate of \$500.00 for up to 3 hours over 3 hours a flat rate of \$1000.00

Expert Witness/Consultation Services fee: \$2,500.00 per report\*

\* The work shall be performed at the flat rate indicated above. Travel by car will be reimbursed at the county rate per mile and not the driving time.

Contractor to invoice for services by the 15<sup>th</sup> of the month following the month of service.

Total compensation shall be no more than: \$25,000.00



**PLUMAS COUNTY  
SOCIAL SERVICES DEPARTMENT  
MEMORANDUM**

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

**FROM:** Christine Renteria, Office Supervisor

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program.; effective 7/1/2024-6/30/2025; not to exceed \$30,000.00; (No General Fund Impact) The funds come from federal and state sources.; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program.; effective 7/1/2024-6/30/2025; not to exceed \$30,000.00; (No General Fund Impact) The funds come from federal and state sources.; approved as to form by County Counsel.

**Background and Discussion:**

Assembly Bill 636 (Steinberg), Chapter 678, Statutes of 2001, enacted the Child Welfare Services Outcome and Accountability Act of 2001. This law establishes outcome and accountability mechanisms for California's Child Welfare Services programs. The outcome assessment mechanisms are targeted toward strengthening systems used to monitor and assess the quality of services provided on behalf of abused and neglected children.

The plan includes a number of proposed improvements targeted to strengthening families and improving outcomes for children who are in the Child Welfare System. Among those elements are the following:

- Improving the availability of parenting education in the community.
- Providing in-home parenting using the evidence based Nurturing Families curriculum.
- Providing life skills training for parents with children in the CPS system.
- Utilizing wellness centers in the communities to improve connections with parents and children in the CWS system.

In accordance with these targeted improvements, the Department of Social Services has arranged for services to be provided through PCIRC's existing Wellness Centers for a set of added services that are specific to families that are in the Child Welfare Service's Family Reunification Program.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program.; effective 7/1/2024-6/30/2025; not to exceed \$30,000.00; (No General Fund Impact) The funds come from federal and state sources.; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) The funds come from federal and state sources.

**Attachments:**

1. 3269 FINAL sip

### 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 Department of Social Services (hereinafter referred to as "County"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (hereinafter referred to as "Contractor" or "PCIRC").

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 THIRTY THOUSAND Dollars (\$30,000.00).
3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, 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.

\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS \_\_\_\_

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

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

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

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

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

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

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

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

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

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

County:

Department of Social Services  
County of Plumas  
270 County Hospital Rd., Suite 207  
Quincy, CA 95971  
Attention: Christine Renteria, Fiscal ~ Office Supervisor

Contractor:

Plumas Crisis Intervention and Resource Center  
591 West Main Street  
Quincy, CA 95971  
Attention: Kate Rehmeier, Interim Executive Director

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.



- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of 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.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation,

By: \_\_\_\_\_  
Name: KATE RAHMEYER  
Title: INTERM EXECUTIVE DIRECTOR  
Date signed: \_\_\_\_\_

**COUNTY:**

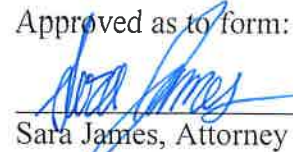
County of Plumas, a political subdivision of the State of California

By: \_\_\_\_\_  
Greg Hagwood, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:

  
\_\_\_\_\_  
Sara James, Attorney  
County Counsel's Office

**EXHIBIT A****Scope of Work****System Improvement Program****Differential Response**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize system improvement funds provided by the Plumas County Department of Social Services (PCDSS) to engage parents with children participating in family reunification with access to the following resources at each of the four Family Resource & Community Wellness Center sites located in Quincy, Portola, Greenville and Chester.

- Crisis Intervention & Support
- Case Management
- Computer & Fax Services
- Food Bank Referral
- Homeless Support Services
- Food Pantry Services
- 24/7 Dad Classes
- Paperwork Assistance
- CalFresh Applications
- HEAP
- REACH
- Salvation Army Services
- Resource & Referral Information
- Peer Counseling

PCIRC shall provide PCDSS with monthly reports that include a count of the numbers of in-person contracts made with families and individuals that were referred by PCDSS. To the extent that additional services are identified as needed and provided, PCIRC shall provide documentation of those needs and services. Where needed and appropriate, PCIRC shall include case narratives for the families and persons served. As needed and appropriate, PCIRC staff will participate in child and family team meetings and/or case planning for those families and individuals referred to PCIRC.

**EXHIBIT B****Fee Schedule**

PCIRC shall invoice for all services, including case management services.

Each invoice shall include, at a minimum:

- a description of the service provided,
- the title and hourly rate of the employee providing the service,
- and the time spent providing the service.

PCIRC will invoice the County on a monthly basis. In no event shall the total of the invoices received during the term of this Agreement exceed \$30,000.00, unless modified pursuant to the terms of this Agreement.

**Plumas Crisis Intervention and Resource Center Budget**

CWS System Improvement Program	\$	30,000.00
<hr/>		
<b>TOTAL</b>	<b>\$</b>	<b>30,000.00</b>



## PLUMAS COUNTY FARM ADVISOR MEMORANDUM

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

**FROM:** Samantha Brown, Administrator Assistant II

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign amendment No. 2 to agreement between Plumas County and The Regents of the University of California to extend and provide continued funding for 4-H Community Education Specialist 2; Effective July 1, 2024. (General Fund Impact) of \$20,545.00; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to sign amendment No. 2 to agreement between Plumas County and The Regents of the University of California to extend and provide continued funding for 4-H Community Education Specialist 2; Effective July 1, 2024. (General Fund Impact) of \$20,545.00; approved as to form by County Counsel.

**Background and Discussion:**

To extend the standing agreement and provide additional funding under Article 1 for a 4-H Community Education Specialist 2 for fiscal year 2024-2025.

**Action:**

Approve and authorize Chair to sign amendment No. 2 to agreement between Plumas County and The Regents of the University of California to extend and provide continued funding for 4-H Community Education Specialist 2; Effective July 1, 2024. (General Fund Impact) of \$20,545.00; approved as to form by County Counsel.

**Fiscal Impact:**

General Fund Impact of \$20,545.00- being broken up into two payments of \$10,272.50.

**Attachments:**

1. 050124 Signed Agreement No.Y22-6136 Amend.No.2 Plumas (1)
2. Agreement No Y22-6136 Signed

Amendment No. 2 to AGREEMENT NO. Y22 - 6136

Between

COUNTY OF PLUMAS

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT, entered into on August 4, 2022, and subsequently amended on June 20, 2023, by and between the County of Plumas; (hereinafter called "County") and The Regents of the University of California on behalf of its Cooperative Extension Plumas County (hereinafter called "University") is hereby amended as set forth below.

The purpose of this amendment is to extend the period of performance and provide additional funding under Article 1 of the Agreement. The specific modifications to this Agreement follow:

ARTICLE II – COMPENSATION AND TERM

A. INITIAL PAYMENT

1. County agrees to pay University an additional fixed price amount of Twenty Thousand Five Hundred Forty-Five Dollars (\$20,545.00 US) for continued services provided during the budget period of July 1, 2024 through June 30, 2025. Funds may be carried forward from one budget period to the next budget period.
2. Payment shall be made payable – 50 % of the amount (\$10,272.50) within thirty (30) days of execution of this agreement and the remaining 50% payment (\$10,272.50) to be received by June 30, 2025, and any subsequent amendments by both parties. Payments shall be made payable to The Regents of the University of California, reference this agreement number, and be mailed to the following address:

UC Davis Sponsored Programs Lockbox  
PO Box 743739  
Los Angeles, California 90074-3739

IN WITNESS WHEREOF, the parties have executed this amendment to the agreement on the day and year first above written.

COUNTY OF PLUMAS

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA

BY: \_\_\_\_\_

Greg Hagwood, Chair Board of Supervisors

DATE \_\_\_\_\_

*Kimberly Lamar*

BY: \_\_\_\_\_

Kimberly Lamar  
Associate Director

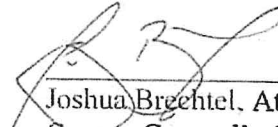
DATE May 1, 2024

Fed. Tax ID # 94-6036494


ATTEST:

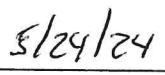
Approved as to form:

BY: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board  
Date signed:

  
\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office

*Reviewed and Recommended*

  
\_\_\_\_\_  
David Lile, Director, UCCE Plumas-Sierra  
University of California, Agriculture and Natural Resources

  
\_\_\_\_\_  
Date

AGREEMENT NO. Y22 - 6136

Between

COUNTY OF PLUMAS

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is entered into by and between the County of Plumas; (hereinafter called "County") and The Regents of the University of California on behalf of its Cooperative Extension Plumas County (hereinafter called "University").

The County and the University have a mutual interest in strengthening the research, service and educational programs provided by the University to the residents of Plumas County, and County desires to provide support to the University for these programs.

ARTICLE I – PROGRAMS PROVIDED

University agrees to provide research, educational programs, or services. The County shall fund the salary and benefits for a 0.25 FTE 4-H Community Education Specialist 2 position. The University shall pay the remainder of the salary and benefits thereby maintaining a career, benefitted Community Education Specialist 2 position (minimum 0.5 FTE) located in the UCCE Plumas/Sierra office in Quincy. The University will further provide a support network for 4-H/ Youth Development program delivery including a Regional 4-H Supervisor, access to applied research in youth development, 4-H State Office, and the UCCE Plumas/Sierra County Director.

ARTICLE II – COMPENSATION AND TERM

A. INITIAL PAYMENT

1. County agrees to pay University a fixed price amount of Seventeen Thousand Eight Hundred Thirty dollars (\$17,830.00 US) for services provided during the budget period of July 1, 2022 through June 30, 2023. Funds may be carried forward from one budget period to the next budget period.
2. Payment shall be made payable – 50 % of the amount (\$8,915) within thirty (30) days of execution of this agreement and the remaining 50% payment (\$8,915) to be received by June 30, 2023, and any subsequent amendments by both parties. Payments shall be made payable to The Regents of the University of California, reference this agreement number, and be mailed to the following address:

UC Davis AR Lockbox  
PO Box 741816  
Los Angeles, CA 90074–1816

- B. The term of this Agreement shall commence on July 1, 2022 and continue until terminated. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.



### ARTICLE III – PROGRAM PERFORMANCE REPORT

Annually, University shall submit a preliminary “Program Performance Report” to County sixty (60) days prior to the end of the budget period. The report should include an overview of the accomplishments of the University during the reporting period, and a narrative of the University’s effectiveness in achieving the goals. The final report shall be submitted to County within sixty (60) days after end of the budget period.

### ARTICLE IV – GENERAL PROVISIONS

- A. The County office responsible for administering the contract is the County of Plumas
- B. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

### ARTICLE V - TERMINATION

This Agreement may be terminated by either Party at any time upon the giving of sixty (60) days prior written notice to the other Party. Upon the giving of notice of termination by either Party, University shall exert its reasonable efforts to limit or to terminate any outstanding financial commitments. County shall reimburse University for all allowable costs incurred by it for the services, including without limitation, all obligations reasonably necessary to meet the University’s obligations during the term of this Agreement that cannot be cancelled. Such allowable costs shall be limited to the University’s payment of its portion of the salary and benefits of 4-H Program Coordinator position described in Article I of this Agreement, above. University shall prepare, within ninety (90) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse County for funds which may have been advanced in excess of total costs incurred.

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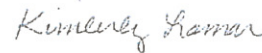
/

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

COUNTY OF PLUMAS

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA

By:   
Name: Kevin Goss  
Title: Chair, Board of Supervisors




By: \_\_\_\_\_  
Name: Kimberly Lamar  
Title: Associate Director

DATE 2/12/2022


DATE \_\_\_\_\_

Fed. Tax ID # 94-6036494

ATTEST:

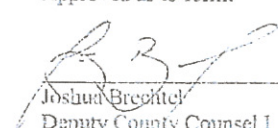
By:   
Name: ~~Heidi White~~ Nancy D'Amico  
Title: Clerk of the Board  
Date signed:

Reviewed and Recommended

  
David Lile, Director, UCCE Plumas-Sierra  
University of California, Agriculture and Natural Resources

8/4/22  
Date

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

7/6/2022



**PLUMAS COUNTY  
INFORMATION TECHNOLOGY DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Melodie Sylvia

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CivicPlus, LLC; to host the county website; effective July 1, 2024; not to exceed Twenty-One Thousand, Seventy-Six Dollars and Forty Five Cents (\$21,076.45) ; (General Fund Impact) as approved in FY24/25 budget (2022052/520411); approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CivicPlus, LLC; to host the county website; effective July 1, 2024; not to exceed Twenty-One Thousand, Seventy-Six Dollars and Forty Five Cents (\$21,076.45) ; (General Fund Impact) as approved in FY24/25 budget (2022052/520411); approved as to form by County Counsel.

**Background and Discussion:**

CivicPlus has hosted the County of Plumas website since 2010, this is the yearly renewal.

**Action:**

Approve the agenda item.

**Fiscal Impact:**

Budgeted in FY24/25 I.T. Budget.

**Attachments:**

1. 3253 FINAL

## 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 **Plumas County Information Technology** (hereinafter referred to as “County”), and CivicPlus, LLC a Kansas Limited Liability Company (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 and incorporated herein.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under the initial term of this Agreement shall not exceed Twenty-One Thousand Seventy Six Dollars and Forty Five Cents. (\$21,076.45).
3. Term. The term of this agreement shall be from July 1, 2024 through June 30, 2025, and may be renewed as set forth in Exhibit A unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving sixty (60) 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. Notwithstanding the foregoing, the County shall remain responsible for payment of any outstanding invoices for services rendered by Contractor prior to its receipt of notice for such non-appropriation.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. Reserved County shall not be liable for, and Contractor shall defend and indemnify County against any and all third party 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 reasonable 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 directly from the sole negligence or willful misconduct of Contractor or its officers, or employees. 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 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 be limited by the applicable insurance limits available to Contractor. Contractor's indemnification obligations under this Section are conditioned upon the County:

- a. promptly notifying the Contractor of any claim in writing;
- b. cooperating with Contractor in the defense of the claim; and
- c. granting Contractor sole control of the defense or settlement of the claim.

The indemnification obligations of Contractor herein shall not apply to any claims of intellectual property infringement related to County Content.

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
  - 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.

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

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

County:

Information Technology  
County of Plumas  
520 Main Street, Room 211  
Quincy, CA 95971  
Attention: Greg Ellingson

Contractor:

CivicPlus Legal Department  
302 S 4<sup>th</sup> St Suite 500  
Manhattan KS 66502

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



may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of 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.
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.

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

**CONTRACTOR:**

CivicPlus, LLC, a Kansas Limited Liability Company

By: \_\_\_\_\_  
Name: Amy Vikander  
Title: Sr. VP Client Success  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Chari, Board of Supervisors  
Date signed:

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board  
Date signed:

Approved as to form:

  
\_\_\_\_\_  
Sara James, Attorney  
County Counsel's Office

## **EXHIBIT A**

### **Scope of Work**



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502 US

#### **Client:**

**CA – Plumas County –CivicEngage- Statement of Work**

QTY	ITEM	PRODUCT TYPE
2	Additional Storage 25 GB	Renewable
1	SSL Certificate Annual Fee	Renewable
1	Annual Fee for Hosting and Support	Renewable
1	48 Month Redesign Ultimate Annual – CivicEngage Central	Renewable
1	Premium Department Header Annual Fee	Renewable
1	Virtual Webmaster (5 Hours/Monthly) – CivicEngage	Renewable
1	Custom IdP Integration Annual Fee	Renewable

Annual Recurring Services – Initial Term	USD \$21,076.45
Annual Recurring Services – Year 2	USD \$22,130.27

1. This renewal Statement of Work ("SOW") is between Plumas County, CA ("Customer") and CivicPlus, LLC, and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: [www.civicplus.help/hc/p/legal-stuff](http://www.civicplus.help/hc/p/legal-stuff) (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term from 7/1/2024 through 6/30/2025 (the "Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically be renewed for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

## Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: [www.civicplus.help/hc/p/legal-stuff](http://www.civicplus.help/hc/p/legal-stuff).

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

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

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

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

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

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

### Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

<b>Organization</b>		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Billing Contact</b>		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
<b>Contract Contact</b>		Email
Phone	Ext.	Fax
<b>Project Contact</b>		Email
Phone	Ext.	Fax

\_\_\_\_ COUNTY INITIALS

1

CONTRACTOR INITIALS \_\_\_\_



**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Nick Collin, Facilities Director  
**MEETING DATE:** June 11, 2024  
**SUBJECT:** Approve and authorize Board Chair to waive fees for use of the Almanor Rec Center in Chester for the Chester High School Sober Graduation Celebration on Friday, June 14, 2024; General Fund Impact.

---

**Recommendation:**

Approve and authorize Board Chair to waive fees for use of the Almanor Rec Center in Chester for the Chester High School Sober Graduation Celebration on Friday, June 14, 2024; General Fund Impact.

**Background and Discussion:**

A CHS Sober Grad Committee Member is requesting the fees be waived for use of the Almanor Rec Center in Chester to hold the Chester High School Sober Grad celebration event for the 2024 graduating seniors. This event relies solely on donations from the community for support.

**Action:**

Approve and authorize Board Chair to waive fees for use of the Almanor Rec Center in Chester for the Chester High School Sober Graduation Celebration on Friday, June 14, 2024; General Fund Impact.

**Fiscal Impact:**

General Fund impact - loss of \$100 in revenue.

**Attachments:**

None



**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Nick Collin, Facilities Director  
**MEETING DATE:** June 11, 2024  
**SUBJECT:** Approve and authorize Board Chair to waive fees for the use of the Almanor Rec Center in Chester for the Chester Elementary School 6th grade graduation party on Thursday, June 13, 2024; General Fund Impact.

---

**Recommendation:**

Approve and authorize Board Chair to waive fees for the use of the Almanor Rec Center in Chester for the Chester Elementary School 6th grade graduation party on Thursday, June 13, 2024; General Fund Impact.

**Background and Discussion:**

Tanya Miller, parent 6th grade graduate, is requesting the fees be waived to use the Almanor Rec Center to host a graduation party for this year's Chester Elementary's 6th grade graduates. This is not a school event and is being hosted solely by parents of 6th grade graduates from Chester Elementary.

**Action:**

Approve and authorize Board Chair to waive fees for the use of the Almanor Rec Center in Chester for the Chester Elementary School 6th grade graduation party on Thursday, June 13, 2024; General Fund Impact.

**Fiscal Impact:**

General Fund Impact; \$100 loss in revenue if approved.

**Attachments:**

1. 20240603132406

May 30<sup>th</sup>, 2024

To whom it may concern,

On behalf of the parents of the Chester Elementary School 6th grade class we are asking if you would be willing to donate the ARPD building for our 6th grade graduation party on June 13<sup>th</sup>.

Unfortunately, this is not a school event as the Plumas Unified School District no longer pays or provides a 6th grade graduation party after the graduation. The parents of the class are putting together a well-deserved graduation party, and we are hoping that you would be willing to donate the building to us on Thursday, June 13<sup>th</sup> 2024.

Please let us know if this is possible, we would be so grateful if you could.

Sincerely,

Tanya Miller

6th grade parent



**PLUMAS COUNTY  
LIBRARY DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Dora Mitchell, Librarian

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve closure of the Chester Library for June 22nd, 2024, to allow Friends of the Chester Library to conduct their annual book sale.

---

**Recommendation:**

Approve closure of the Chester Library for June 22nd, 2024, to allow Friends of the Chester Library to conduct their annual book sale.

**Background and Discussion:**

For many years, Friends of the Chester Library has conducted an annual one-day book sale in the parking lot of the Chester Branch Library as a fundraiser to support the Chester Library. In recent years, the FOCL has found that extending the sale to run across a full weekend greatly increases attendance and sales. However, conducting the sale on a Saturday requires the library to be closed for the day.

Closing the library is necessary for several reasons: The amount of foot traffic in and out of the library makes it likely that library books and sale books will be mixed up; the restroom can't handle the additional volume; and the indoor library space is used for staging and implementing the sale.

This year the book sale falls on June 22<sup>nd</sup> and 23<sup>rd</sup>, from 9am to 3pm. We are requesting that the Board approve closing the Chester Branch on Saturday, June 22<sup>nd</sup>.

**Action:**

Approve closure of the Chester Library for June 22nd, 2024, to allow Friends of the Chester Library to conduct their annual book sale.

**Fiscal Impact:**

(No General Fund Impact) (no funds required)

**Attachments:**

None





**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

---

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

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Siskiyou County Health and Human Services Agency to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed \$20,650.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.

---

**Recommendation:**

The Director of the Public Health Agency respectfully recommends that the Chair ratify and sign the following services agreement related to the Ryan White Part C Program for Fiscal Year 2024-2025 with Siskiyou County Health and Human Services Agency, for the amount of \$20,650.00 beginning April 1, 2024.

**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 regions 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 Chair to ratify and sign an agreement between Plumas County Public Health Agency and Siskiyou County Health and Human Services Agency to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed \$20,650.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) (RW Part C)

**Attachments:**

1. PARTC2425SCHHSA

PARTC2425SCHHSA

### Award Information

This award's funding is administered by the Health Resources and Services Administration provided in compliance with Part C of the Ryan White HIV/AIDS Treatment Act of 2006.

1. Federal Award Identification: 6H76HA01696-20-02
2. Federal Award Identification Number (FAIN): H7601696
3. CFDA Number and Name: 93.918, RWPARTC

### 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 Siskiyou County Health and Human Services Agency, Public Health Division, a political subdivision of the State of California (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the awards expectations.
  - a. Participation is required for annual monitoring visit to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice and be provided with the monitoring tool.
    1. In the event of a finding during the monitoring visit, the subcontractor will need to provide a written plan of action within one month and will be given 3 months to correct the noncompliance issue. During this correction period, there will be an initial meeting to discuss and finalize a plan of action. This is followed by monthly meetings until the 3-month deadline, to ensure that the plan of action is being followed and goals are being met.
3. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Twenty Thousand Six Hundred Fifty Dollars (\$20,650.00).



COUNTY INITIALS

SUBCONTRACTORS INITIALS

## PARTC2425SCHHSA

4. Term. The term of this agreement shall be from April 1, 2024 through March 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Subcontractor from April 1, 2024 to the date of approval of this Agreement by the Board of Supervisors.
5. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Subcontractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the

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concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

11. Licenses and Permits. Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Statement of Occupation. Subcontractor represents and warrants that Subcontractor is engaged in a profession described by California Labor Code section 2783 as a physician. Subcontractor represents and warrants that Subcontractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Subcontractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Subcontractor shall determine the method, means and manner of

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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 Subcontractor's performance of the services Subcontractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Subcontractor 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 Subcontractor's performance or activities before or after each instance, wherein, Subcontractor may perform under this Agreement. Subcontractor will at all times indemnify and hold County, and their respective agents, Subcontractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Subcontractor of any representation, warrant or agreement made by Subcontractor hereunder or arising out of Subcontractor's services.

14. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
15. Non-discrimination. Subcontractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
16. Choice of Law. The laws of the State of California shall govern this agreement.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Subcontractor represents that it is unaware of any financial or economic interest of any public officer or employee of

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County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Subcontractor.

23. 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:

Public Health Agency  
County of Plumas  
270 County Hospital Road, Suite 206  
Quincy, CA 95971  
Attention: Rori Renfree, HIV Coordinator

Subcontractor:

Siskiyou County Health and Human Services Agency  
Public Health Division  
810 S. Main Street  
Yreka, CA 96097  
Attention: Angela Davis, CAO

24. 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.
25. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.
26. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Subcontractor 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.
27. Suspension and Debarment. The County does not employ vendors or Subcontractors 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

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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 Subcontractor is required to verify that none of the Subcontractor, 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 Subcontractor 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 Subcontractor 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.
28. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Subcontractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
29. 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 this Agreement.

<b>EXHIBIT</b>	<b>TITLE</b>	<b>PAGE</b>
<b>A</b>	Scope of Work	10
<b>B</b>	Fee Schedule	11
<b>B-1</b>	Subcontractor Budget	12
<b>Attachment 1</b>	Business Associate Agreement	13-19
<b>Attachment 2</b>	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	20
<b>Attachment 3</b>	Darfur Contracting Act	21
<b>Attachment 4</b>	Subcontractor Certification Clause	22
<b>C</b>	General Terms and Conditions	23-26
<b>D(F)</b>	Special Terms and Conditions with Attachments 1 & 2	27-53
<b>E</b>	Additional Provisions	54-55
<b>G</b>	Information Privacy and Security Requirements with Attachment 1	56-66

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

**SUBCONTRACTOR:**

Siskiyou County Health and Human Services  
Agency, Public Health Division, a political  
subdivision of the State of California

**COUNTY OF SISKIYOU**

DocuSigned by:  
By: Angela Davis  
F2688EA8968C43D...  
Angela Davis  
County Administrative Officer  
Date signed: 5/31/2024

**COUNTY:**

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

By: Nicole Reinert  
Nicole Reinert  
Director, Public Health Agency  
Date signed: 6/3/24

**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
By: Dana Barton  
8D75D7D4E9C1484...  
Natalie E. Reed  
County Counsel  
Date signed: 5/30/2024

By: \_\_\_\_\_  
Greg Hagwood  
Chair, Plumas County Board of Supervisors  
Date signed:

**APPROVED AS TO ACCOUNTING  
FORM:**

FUND:2121 Organization: 401015

Account:552600

DocuSigned by:  
By: Diane L. Olson  
3EB54D72688C410...  
Diane Olson  
Auditor-Controller  
Date signed: 5/31/2024

**ATTEST:**

By: \_\_\_\_\_  
Allen Hiskey  
Clerk of the Board  
Date signed:

**APPROVED AS TO INSURANCE:**

DocuSigned by:  
By: Hayley Hudson  
A89B0EE7AF3749F...  
Hayley Hudson  
Risk Management  
Date signed: 5/31/2024

Approved as to form:

Craig Settemire  
Craig Settemire  
Counsel

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**EXHIBIT A**

**Scope of Work**

**Subcontractor Requirements:**

Subcontractor will provide targeted outreach services to high-risk individuals in Siskiyou County, to bring them into HIV testing and counseling and treatment and care services with the goal of providing 150 high-risk individuals in Siskiyou County with HIV testing and counseling services. These outreach and testing services will be provided by a certified counselor at Siskiyou County Jail, Drug Court, Behavioral Health and Juvenal Detention to individuals at local high-risk environments.

**Reporting and Performance Requirements:**

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

- A. Provide quarterly reporting of numbers of high-risk tests and narrative on outreach activities of high-risk community.
- B. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for allowable categories of services outlined in the Subcontractor's Budget.
  - a. Final invoices for Quarter 4 submitted by April 15<sup>th</sup>.
- C. Bi-Annual attendance at MCHAC meetings and report on program.

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**EXHIBIT B****Fee Schedule****Invoicing and Payment:**

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

**1. Invoice(s) Shall:**

- a. Be prepared on Subcontractor letterhead or signed by authorized personnel.
- b. Bear the Subcontractor's name and Agreement Number.
- c. Identify the billing and/or performance period covered on the invoice.
- d. Include services that were not covered by Medi-Cal or private insurance.
- e. Include dates of services, client name/number, services provided and cost of service

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

<b>Invoice</b>	<b>Invoice Period</b>	<b>Due Dates</b>
First Quarter	April 1st – June 30th	July 15th
Second Quarter	July 1st – September 30th	October 15 <sup>th</sup>
Third Quarter	October 1st – December 31st	January 15th
Fourth Quarter	January 1st – March 31st	April 15th

3. Any invoice submitted after the fiscal year closes on March 30<sup>th</sup> will fall out of compliance with grant standards and will not be able to receive reimbursement for services rendered.
4. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.
5. Amounts Payable: The amounts payable under this agreement shall not exceed Twenty Thousand Six Hundred Fifty Dollars (\$20,650.00).

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

There is a requirement to have a 98% expenditure for the total budget by the end of the contract year. If the subcontractor is not on track to have this not in progress to meet this requirement met by the beginning of the 3<sup>rd</sup> quarter, the program director will coordinate a meeting with the subcontractor to discuss the spend down plan for the remainder of the fiscal year. If County and subcontractor are not able to come up with a plan for the subcontractor to spend down the required amount by the end of the fiscal year, there will be a re-allocation of funds and a conversation about if there is a need for a lower amount of funding to be allocated the next fiscal year.

Subcontractor Budget									
Program	Part C								
Subcontractor	Siskiyou County Public Health								
Contract Year	April 1, 2024 - March 31, 2025								
								Date	
								Invoice Number	
	Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost	
<b>Personnel</b>									
	Kristin Varga: Outreach & Testing	HRCT/Outreach	EIS	Outpatient / Ambulatory Health Services	79,746	1.00%	FTE	797	
	Jessica Skilleen: Outreach & Testing	HRCT/Outreach	EIS	Outpatient / Ambulatory Health Services	94,936	1.00%	FTE	949	
	Kyle Walton	HRCT/Outreach	EIS	Outpatient / Ambulatory Health Services	56,911	1.00%	FTE	569	
	Bryan Wheeler	HRCT/Outreach	EIS	Outpatient / Ambulatory Health Services	119,826.00	6.25%	FTE	7,490	
	Total Personnel								<b>9,805</b>
<b>Fringe Benefits</b>									
	Kristin Varga: Outreach & Testing	0 HRCT/Outreach	EIS	Outpatient / Ambulatory Health Services	797	75.66%	Fringe Rte	603	
	Jessica Skilleen: Outreach & Testing	0 HRCT/Outreach	EIS	Outpatient / Ambulatory Health Services	949	70.37%	Fringe Rte	668	
	Kyle Walton	0 HRCT/Outreach	EIS	Outpatient / Ambulatory Health Services	569	61.66%	Fringe Rte	351	
	Bryan Wheeler	HRCT/Outreach	EIS	Outpatient / Ambulatory Health Services	7,490	58.34%	Fringe Rte	4,445	
	Total Fringe Benefits								<b>6,067</b>
<b>Travel</b>									
	Travel and training costs	HRCT/Outreach	EIS	Outpatient / Ambulatory Health Services	1,884	1	Unit Cost	1,884	
	Total Travel								<b>1,884</b>
<b>Other</b>									
	HIV Rapid Test Kits, Controls, confirmatory tests	HRCT/Outreach	EIS	Outpatient / Ambulatory Health Services	2,200	1	Unit Cost	2,200	
	Total Other								<b>2,200</b>
<b>Indirect</b>									
		Subcontractors: In Admin Exp	Grantee Administration		15,872	0.0437248		694	
<b>Total Subcontract</b>									<b>20,650</b>

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**ATTACHMENT 1  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Vendor name and type of entity, referred to herein as Business Associate ("BA"), dated \_\_\_\_.

**RECITALS**

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

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

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

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

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

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

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

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## PARTC2425SCHSA

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

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

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

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

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

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

\_\_\_\_ COUNTY INITIALS  
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## PARTC2425SCHHSA

meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

### 3. Termination

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

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

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

### 4. Disclaimer

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

### 5. Certification

\_\_\_\_ COUNTY INITIALS  
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**PARTC2425SCHHSA**

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

**6. Amendment**

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

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

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

**8. No Third-Party Beneficiaries**

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

**9. Interpretation**

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

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

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


PARTC2425SCHHSA

COVERED ENTITY

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: 

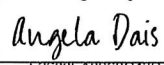
Date: 6/3/24

BUSINESS ASSOCIATE

Siskiyou County Health and Human  
Services Agency, Public Health  
Division, a subdivision of the State of  
California

Name: Angela Davis

Title: County Administrative Officer

Signature:   
F2688EA8968C43D...

Date: 5/31/2024

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

## ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health  
Office of AIDS**Agreement by Employee/Contractor to Comply with Confidentiality Requirements***Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure*

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

*Employee Confidentiality Pledge*

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

N/A  
Employee name (print)

Angela Davis, County Administrator  
Supervisor name (print)

Siskiyou County HHS-Public Health  
Name of Employer

N/A  
Employee Signature

DocuSigned by:  
*Angela Davis*  
F2688E4888C43D...  
Supervisor Signature

N/A  
Date

5/31/2024  
Date

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 8689 (Revised 10/12)

## ATTACHMENT 3

## 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. AD  
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	
County of Siskiyou		94-6000537	
By (Authorized Signature)			
<u>Angela Davis</u>			
Printed Name and Title of Person Signing			
Angela Davis, County Administrator			
Date Executed		Executed in the County and State of	
5/31/2024		Siskiyou, California	

## ATTACHMENT 4

# Subcontractor Certification Clause

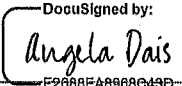
CCC 307

## 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
County of Siskiyou	94-6000537

By (Authorized Signature)

DocuSigned by:  
  
 F2688EA8888C43D...  
 Printed Name and Title of Person Signing

Angela Davis, County Administrator

Date Executed	Executed in the County of
5/31/2024	Siskiyou

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs;
 and,



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

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

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

#### EXPATRIATE CORPORATIONS:

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

#### SWEATFREE CODE OF CONDUCT:

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



whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

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

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

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

##### a) Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

##### b) Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

**RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other government entity.

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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



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

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

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

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

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

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

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

### **Special Terms and Conditions**

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

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

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

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

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

### **Index of Special Terms and Conditions**

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## 1. Federal Equal Opportunity Requirements

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

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

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

## 2. Travel and Per Diem Reimbursement

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

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

## 3. Procurement Rules

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

### a. Equipment/Property definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
  - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

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

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

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

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

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

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

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

[1] Avoid purchasing unnecessary or duplicate items.

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

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

- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

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

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

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

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

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

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
  - (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
  - c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
  - d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or

the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

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

g. **Motor Vehicles**

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

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

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this

Agreement or until such time as the motor vehicle is returned to DHCS.

- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

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

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



- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
  - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
  - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
  - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

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

## 7. Audit and Record Retention

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

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

## 8. Site Inspection

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

## 9. Federal Contract Funds



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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Termination

### a. For Cause

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

### b. For Convenience

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

## 11. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that

are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

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

purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

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

**c. Copyright**

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

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

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

**f. Warranties**

- (1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
  - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
  - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
  - (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

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

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**h. Federal Funding**

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

**i. Survival**

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

**12. Air or Water Pollution Requirements**

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

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

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

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

**14. Confidentiality of Information**

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

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

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

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

#### **16. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues

raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

#### 17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:

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

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

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

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

- (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
  - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
  - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
  - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

#### 18. Human Subjects Use Requirements

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

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



## 19. Novation Requirements

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

## 20. Debarment and Suspension Certification

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

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

**21. Smoke-Free Workplace Certification**

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

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

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**23. Payment Withholds**

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

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

**24. Performance Evaluation**

(Not applicable to grant agreements.)

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

**25. Officials Not to Benefit**

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

**26. Four-Digit Date Compliance**

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

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

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

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

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

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

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

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

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

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

**30. Union Organizing**

(Applicable only to grant agreements.)

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

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

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

(Applicable only to nonprofit organizations.)

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

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

f. Earned/Accrued Compensation

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

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

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

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

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

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

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

**32. Suspension or Stop Work Notification**

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

- (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
  - (a) Cancel, extend, or modify the suspension or stop work notification; or
  - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **33. Public Communications**

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

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

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

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

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

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

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

in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

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

b. Prohibition

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

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

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

County of Siskiyou

Name of Contractor

Angela Davis

Printed Name of Person Signing for Contractor

Part C 24/25 SCHH

Contract / Grant Number

DocuSigned by:

*Angela Davis*

Signature of Person Signing for Contractor

5/31/2024

Date

County Administrator

Title

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

California Department of Health Care Services

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



## Attachment 2

**CERTIFICATION REGARDING LOBBYING**

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

Approved by OMB  
0348-0046

<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:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<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> <i>(If individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services (including address if different from 10a.</b> <i>(Last name, First name, MI):</i>	
<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>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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

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

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

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

**Exhibit E**  
**Additional Provisions**

**1. 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 insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by 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 or all of 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 an 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

**Exhibit E**  
**Additional Provisions**

to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's 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 a 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 G**  
**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.

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For Non-HIPAA/HITECH Act Contracts)**

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

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For Non-HIPAA/HITECH Act Contracts)**

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.

**Exhibit G**  
**Information Privacy and Security Requirements**  
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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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<b>CDPH Program Contract Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer</b>
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.

**Exhibit G**  
Information Privacy and Security Requirements  
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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.

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- 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.



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health Agency (PCPHA) and First 5 Plumas County Children & Families Commission (First 5) PCPHA will provide the Family First Home Visiting Data Management ; effective July 1, 2024; not to exceed \$8,500.00; (No General Fund Impact) (First 5); approved as to form by County Counsel.

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**Recommendation:**

The Director of the Public Health Agency respectfully recommends that the Chair sign an MOU between PCPHA and First 5 for \$8,500.00 beginning July 1, 2024.

**Background and Discussion:**

PCPHA will provide the Family First Home Visiting Data Management services for First 5.

**Action:**

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health Agency (PCPHA) and First 5 Plumas County Children & Families Commission (First 5) PCPHA will provide the Family First Home Visiting Data Management ; effective July 1, 2024; not to exceed \$8,500.00; (No General Fund Impact) (First 5); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) (First 5)

**Attachments:**

1. MOU between PCPHA and FIRST 5 (Data)



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FIRST 5 PLUMAS COUNTY CHILDREN & FAMILIES COMMISSION AND  
PLUMAS COUNTY PUBLIC HEALTH AGENCY**

This memorandum of understanding (hereinafter MOU) is entered into on July 1, 2024, between the FIRST 5 PLUMAS COUNTY CHILDREN & FAMILIES COMMISSION (hereinafter referred to as "First 5") and the County of Plumas, by and through its PLUMAS COUNTY PUBLIC HEALTH AGENCY (hereinafter referred to as PCPHA.) FIRST 5 and PCPHA shall collectively be referred to as "Parties."

The Parties Agree as follows:

1. **RESPONSIBILITIES OF FIRST 5:** During the term of this agreement, First 5 shall:
  - 1.1. Provide funding of Eight Thousand Five Hundred Dollars (\$8,500.00) for the PCPHA to provide the Home Visiting Data Management as set forth in Exhibit A.
2. **RESPONSIBILITIES OF PCPHA:** During the term of this agreement, PCPHA shall:
  - 2.1. Provide the Family First Home Visiting Data Management as set forth in Exhibit A.
  - 2.2. Provide quarterly invoices, due by the Date set forth in Exhibit B.
  - 2.3. Comply with all applicable all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing Policy.
3. **COMPENSATION**
  - 3.1. The maximum amount payable under this agreement for the term of this MOU is Eight Thousand Five Hundred Dollars (\$8,500.00).
4. **TERM OF AGREEMENT:** This agreement shall be effective beginning July 1, 2024, and shall continue in effect until June 30, 2025.
5. **TERMINATION OF AGREEMENT:** This MOU may be terminated as follows:
  - 5.1. By mutual agreement of First 5 and PCPHA upon such terms and conditions as may be agreed upon.
  - 5.2. By either party at any time without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination.

6. **ENTIRE AGREEMENT: MODIFICATION:** This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.
7. **NON-DISCRIMINATION:** Neither party shall employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.
8. **CONFIDENTIALITY:** First 5 and PCPHA are aware of the respective confidentiality laws governing services provided by First 5 and PCPHA. Attached hereto and incorporated herein as Exhibit C is the Business Associates Agreement (BAA).
9. **NOTICES:** Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

<b>First 5:</b> First 5 Plumas County Children & Families Commission 270 Hospital Road, Suite 206 Quincy CA 95971 Attention: Pamela Becwar	<b>PCPHA:</b> Plumas County Public Health Agency - Family First 270 Hospital Road, Suite 206 Quincy CA 95971 Attention: DeLena Jones
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10. **INTERAGENCY COMMUNICATION:** Issues that require resolution and concern the day-to-day operation of the program shall be addressed to:

<b>First 5:</b> First 5 Plumas County Children & Families Commission 270 Hospital Road, Suite 206 Quincy CA 95971 Attention: Pamela Becwar	<b>PCPHA:</b> Plumas County Public Health Agency - Family First 270 Hospital Road, Suite 206 Quincy CA 95971 Attention: DeLena Jones
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11. **DOCUMENT RETENTION AND REPORTING:** First 5 and PCPHA agree to retain all documents relevant to this agreement for three (3) years from the termination of the agreement or until all federal/state audits are complete, whichever is later. Upon request, these records shall be made available to the County, State or Federal government representatives.

12. **AVAILABILITY OF FUNDS:** All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement, the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the First 5 and PCPHA, effective with the date funding is discontinued or decreased.
13. **CONFLICT OF INTEREST:** First 5 and PCPHA shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
14. **LICENSING OR ACCREDITATION:** Where applicable First 5 and PCPHA shall maintain the appropriate license or accreditation through the life of this contract.
15. **COMPLIANCE WITH LAWS AND REGULATIONS:** All services to be performed by the parties pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the other party immediately.
16. **LAW AND VENUE:** This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.
17. **AUTHORITY:** Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
18. **HARASSMENT:** Each party shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

IN WITNESS WHEREOF, First 5 and PCPHA have executed this agreement on the day and year set forth below.

<b>COUNTY:</b>  By: _____ Greg Hagwood Board of Supervisors, Chair Date signed:         <b>ATTEST</b>  By: _____ Allen Hiskey Clerk of the Board of Supervisors	<b>First 5 Plumas County Children &amp; Families Commission</b>  By: <u>Kendrah Fredricksen</u> Kendrah Fredricksen First 5 Plumas, Chairperson Date signed:     By: <u>Pamela Becwar</u> Pamela Becwar First 5 Plumas, Executive Director Date signed:
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Approved as to form:

Sara James  
Sara James, Attorney  
County Counsel's Office

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

**Data Management**

**Contract Number:** PCCFC24-25PCPHADATA      **Contract Dates:** July 1, 2024-June 30, 2025

**PRIORITY AREA 1: DIRECT SERVICES and STAFF TRAININGS**

<b>ACTIVITY</b>	<b>LOCATION and TIMELINE</b>	<b>ACTIVITY GOALS</b>	<b>METHOD OF EVALUATION</b>
Enter First 5 Plumas contracted program data into the First 5 Data Base at least on a weekly basis.	weekly	Enter complete data. Quarterly data management to be finalized by the last day of the month, on the month after the end of the quarter.	Data quality check with comparing the data entered with the original source
Document processes used to enter data		Provide continuity of data entry	
Communicate with home visitors and First 5 staff, as needed. Attend on-gong work site training and quarterly technical assistance meetings with home visitors.	quarterly	Improved communication between data management staff and home visitors	

**EXHIBIT B**

**Fee Schedule**

**Invoicing and Payment:**

- A. For services satisfactorily, and upon receipt and approval of invoice(s), First 5 Plumas agrees to compensate for actual expenditures incurred in accordance with the Scope of Services.
- B. Invoices(s) shall:
1. Bear the contractor's name
  2. Bear the contractors agreement number
  3. Invoice(s) must be signed by the First 5 Plumas executive director

**C. Invoice Schedule:**

Invoice	Invoice Period	Invoice Due Date
First Quarter	July 1- September 30, 2024	October 15, 2024
Second Quarter	October 1 – December 31, 2024	January 15, 2025
Third Quarter	January 1 – March 30, 2025	April 15, 2025
Fourth Quarter	April 1, 2025 – June 30, 2025	July 5, 2025

**Contractor Budget: \$8,500**

**SUBCONTRACTOR BUDGET**

<b>Personnel (List Positions)</b>	<b>0.09</b>	<b>%FTE</b>	<b>Amount</b>
a. Data Analyst			\$8,500.00
b.			
c.			
			<b>\$8,500.00</b>
<b>Other (List)</b>			
a.			
b.			
			<b>\$0.00</b>
<b>Indirect</b>			
	0%		\$0.00
			<b>\$0.00</b>
<b>Total Budget</b>			<b>\$8,500.00</b>



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health Agency (PCPHA) and First 5 Plumas County Children & Families Commission (First 5) PCPHA will provide the Family First Home Visiting Program; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) (First 5); approved as to form by County Counsel.

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**Recommendation:**

The Director of the Public Health Agency respectfully recommends that the Chair sign an MOU between PCPHA and First 5 for \$100,000.00 beginning July 1, 2024.

**Background and Discussion:**

PCPHA will provide the Family First Home Visiting Program.

**Action:**

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health Agency (PCPHA) and First 5 Plumas County Children & Families Commission (First 5) PCPHA will provide the Family First Home Visiting Program; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) (First 5); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) (First 5)

**Attachments:**

1. MOU between PCPHA and First 5 (Home Visiting Program)



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FIRST 5 PLUMAS COUNTY CHILDREN & FAMILIES COMMISSION AND  
PLUMAS COUNTY PUBLIC HEALTH AGENCY**

This memorandum of understanding (hereinafter MOU) is entered into on July 1, 2024, between the FIRST 5 PLUMAS COUNTY CHILDREN & FAMILIES COMMISSION (hereinafter referred to as "First 5") and the County of Plumas, by and through its PLUMAS COUNTY PUBLIC HEALTH AGENCY (hereinafter referred to as PCPHA.) FIRST 5 and PCPHA shall collectively be referred to as "Parties."

The Parties Agree as follows:

**1. RESPONSIBILITIES OF FIRST 5:** During the term of this agreement, First 5 shall:

- 1.1. Provide funding of One Hundred Thousand Dollars (\$100,000.00) for the PCPHA to provide the Family First Home Visiting Program as set forth in Exhibit A.

**2. RESPONSIBILITIES OF PCPHA:** During the term of this agreement, PCPHA shall:

- 2.1. Provide the Family First Home Visiting Program as set forth in Exhibit A.
- 2.2. Provide quarterly invoices, due by the Date set forth in Exhibit B.
- 2.3. Comply with all applicable all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing Policy.

**3. COMPENSATION**

- 3.1. The maximum amount payable under this agreement for the term of this MOU is One Hundred Thousand Dollars (\$100,000.00).

**4. TERM OF AGREEMENT:** This agreement shall be effective beginning July 1, 2024, and shall continue in effect until June 30, 2025.

**5. TERMINATION OF AGREEMENT:** This MOU may be terminated as follows:

- 5.1. By mutual agreement of First 5 and PCPHA upon such terms and conditions as may be agreed upon.
- 5.2. By either party at any time without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination.

6. **ENTIRE AGREEMENT: MODIFICATION:** This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.
7. **NON-DISCRIMINATION:** Neither party shall employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.
8. **CONFIDENTIALITY:** First 5 and PCPHA are aware of the respective confidentiality laws governing services provided by First 5 and PCPHA. Attached hereto and incorporated herein as Exhibit C is the Business Associates Agreement (BAA).
9. **NOTICES:** Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

<b>First 5:</b> First 5 Plumas County Children & Families Commission 270 Hospital Road, Suite 206 Quincy CA 95971 Attention: Pamela Becwar	<b>PCPHA:</b> Plumas County Public Health Agency - Family First 270 Hospital Road, Suite 206 Quincy CA 95971 Attention: Nicole Reinert
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10. **INTERAGENCY COMMUNICATION:** Issues that require resolution and concern day-to-day operation of the program shall be addressed to:

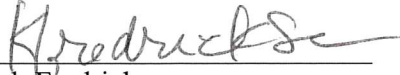
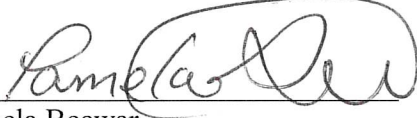
<b>First 5:</b> First 5 Plumas County Children & Families Commission 270 Hospital Road, Suite 206 Quincy CA 95971 Attention: Pamela Becwar	<b>PCPHA:</b> Plumas County Public Health Agency - Family First 270 Hospital Road, Suite 206 Quincy CA 95971 Attention: DeLena Jones
--	--

11. **DOCUMENT RETENTION AND REPORTING:** First 5 and PCPHA agree to retain all documents relevant to this agreement for three (3) years from the termination of the agreement or until all federal/state audits are complete, whichever is later. Upon request, these records shall be made available to the County, State or Federal government representatives.
12. **AVAILABILITY OF FUNDS:** All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement

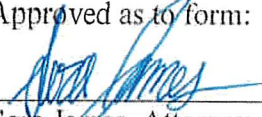
the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the First 5 and PCPHA, effective with the date funding is discontinued or decreased.

- 13. CONFLICT OF INTEREST:** First 5 shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
- 14. LICENSING OR ACCREDITATION:** Where applicable First 5 and PCPHA shall maintain the appropriate license or accreditation through the life of this contract.
- 15. COMPLIANCE WITH LAWS AND REGULATIONS:** All services to be performed by the parties pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the other party immediately.
- 16. LAW AND VENUE:** This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.
- 17. AUTHORITY:** Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
- 18. HARASSMENT:** Each party shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

**IN WITNESS WHEREOF**, First 5 and PCPHA have executed this agreement on the day and year set forth below.

<b>COUNTY:</b>  By: _____ Greg Hagwood Board of Supervisors, Chair Date signed:  <b>ATTEST</b>  By: _____ Allen Hiskey Clerk of the Board of Supervisors	<b>First 5 Plumas County Children &amp; Families Commission</b>  By:  Kendrah Fredricksen First 5 Plumas, Chairperson Date signed:   By: _____ Pamela Becwar First 5 Plumas, Executive Director Date signed:
---	---

Approved as to form:

  
\_\_\_\_\_  
Sara James, Attorney  
County Counsel's Office

**EXHIBIT A**  
**Scope of Work**  
**Family First Home Visiting Program**

**Contract Number:** PCCFC2024-25PCPHAHV

**Contract Dates:** July 1, 2024-June 30, 2025

**PRIORITY AREA 1: DIRECT SERVICES and STAFF TRAININGS**

<b>ACTIVITY</b>	<b>LOCATION and TIMELINE</b>	<b>ACTIVITY GOALS</b>	<b>METHOD OF EVALUATION</b>
1. Utilize Parents As Teachers curriculum - a nationally recognized, evidence-based model for the intensive home visits and case management or Strengthening Families Framework	County-wide: July 1-June 30	1. Enhanced parenting skills; Improved child health and development by providing education and support on topics that include newborn health, breastfeeding support, prenatal, childbirth, child development, nutrition, preventive health and safety, family engagement, ACEs, mental health, substance use 2. Prevention of child abuse and neglect	1. Implement the First 5 Plumas "Consent for Release of Information" and Authorization to Refer to Community Resources 2. Obtain informed consent for families to participate in evaluation activities and provide copy to First 5 Plumas
2. Through a <i>centralized referral and case management system</i> , offer and provide: a. Intensive home visitation with a minimum engagement rate of 4 to meet the needs of a particular family. b. Based on the needs of families, low intensity home visits, less than 4 visits can be offered for pre/post-natal. c. Case management for up to 100 at-risk children ages 0 to the age of six and up to 100 at-risk pregnant women, and/or new families who have given	County-wide: July 1-June 30	1. Children live in safe and stable environments with access to resources 2. Improved parental knowledge, understanding, and engagement in promoting their children's development 3. Family and child will have: referrals to service; knowledge about importance of periodic screening for well child checkup, immunizations,	1. Home visit in-take form and surveys submitted to PCPHA First 5 Data Assistant for data entry weekly via scanning and email, or in person; 2. Administer intake survey at enrollment and follow up survey after 6 months of service or after 4 visits; 4. Home visitor will administer the Protective Factors Survey at six months follow up or after 4 visits.

birth, parents/grandparent, or other care givers	3. Provide information to parents, local prenatal care providers, PCPHA Clinic and other programs that have contact with pregnant and parenting families, including, but not limited to First 5 funded programs, WIC, Family Resource Center, how to obtain the Kit for New Parents (KFNP) on the First 5 California website or through Family First, etc.	County-wide: July 1-June 30	vision, hearing, developmental and social/emotional health	OR administer Parent Support Survey for low intensity, pre/post-natal visits
			<ol style="list-style-type: none"> <li>1. Parents will have an improved understanding of child development</li> <li>2. Child will have improved early Development</li> <li>3. Promote community and family engagement</li> <li>4. Promote enrollment in the Imagination Library</li> <li>5. Promote parent participation in ASQ Online</li> </ol>	<ol style="list-style-type: none"> <li>1. Collect contact information from all First 5 home visiting clients who received information about KFNP or receive a KFNP</li> <li>2. Track developmental activities provided to parents</li> <li>3. Track Community and family engagement activities provided.</li> </ol>
	4. All eligible children 0-5 years, in the home, will receive an ASQ developmental screening at standard intervals based on the child's age. Children who have an IFSP or IEP should not receive the ASQ screening.	County-wide: July 1-June 30	<ol style="list-style-type: none"> <li>1. Child will have increased: Identification of, and referral for possible delays and vision/hearing/ health issues;</li> <li>2. If services are utilized; Child will have fewer unidentified and un-remediated developmental delays, unaddressed vision/ hearing/ health issues and appropriate school age placements in special education</li> </ol>	<ol style="list-style-type: none"> <li>1. Track and report number of ASQ and ASQ-SE screenings</li> <li>2. Report number of referrals for evaluation and services</li> </ol>

5. a. Provide outreach to increase caregiver participation in program activities b. Provide outreach to increase provider awareness of home visiting services	County-wide: July 1-June 30	1. Increase partner involvement in the lives of children 2. Provide education and materials on family engagement	1. Enter information in narrative report on outreach activities
6. Staff will identify and attend at least two trainings, one of which will contribute to staff understanding of diversity, equity, and inclusion or trauma informed care		1. Enhanced PC5 staff capacity to improve the quality of services to children ages 0-5 and their families	Enter information about training in narrative report-what training, and who attended
7. Participate in Help Me Grow and work with partners and other providers to improve systems to better serve children and families. Provide materials and other evidence-based materials (e.g. ASQ, CDC, CDPH, WIC, EPDs, ACEs, USDA, etc.) to participating families when appropriate	County-wide	1. Consistency in home visitation assessment protocols, referral process, and management of records. 2. Consistency in home visitation case management services 3. Services are integrated. Improved quality of service standards. 1.	Narrative report entry and other qualitative documentation of participation in Help Me Grow.
8. Obtain program material and develop culturally and linguistically appropriate materials as needed.	County-wide July 1-June 30	1. All services provided to children and families will be culturally and linguistically appropriate. 2. Provide joint visits with the PCPHA Community Outreach Coordinator for translation services	1. Record the number of Spanish speaking participants and clients served on the quarterly report. 2. Provide families with materials in their primary language

**PRIORITY AREA 2: SYSTEMS CHANGE AND HEALTH ACCESS**

<b>ACTIVITY</b>	<b>LOCATION and TIMELINE</b>	<b>ACTIVITY GOALS</b>	<b>METHOD OF EVALUATION</b>
9. Through Help Me Grow, PCPHA will promote integration of services and resources across county agencies and family resource centers to enhance access to services and assist families to find a medical home and enroll in health insurance	County-wide July 1-June 30	<p>1. Increased access to prenatal care, breastfeeding support, a medical home, parenting support and early intervention services for families. Reduce disparities across cultures, ethnicities, disabilities, income levels and geographic areas.</p> <p>2. Increased access by local families to health insurance enrollment and retention, and utilization.</p>	<p>1. Narrative report entry, published, handouts, attendance at events and meetings.</p> <p>2. Records of referrals, from medical providers, WIC, family resource centers and other partners</p> <p>3. Number of pre-natal and post-natal women, children ages 0-5, and families enrolled in the appropriate health insurance programs</p>
10. Provide one PC5 program management staff to work with the Plumas Children's Council to enhance and change systems that serve children ages 0-5	<p>Child Abuse Prevention Council, Early Education, Child Care Council and Mountain Interagency Lactation Coalition</p> <p>Estimated: 4-6 meetings</p>	<p>1. Improved partnerships that support First 5 outcomes</p> <p>2. Improved systems that better serve children and families</p>	<p>Results of meetings</p> <p>Who attended</p> <p>Narrative in written report</p>



**EXHIBIT B**

**Fee Schedule**

**Invoicing and Payment:**

A. For services satisfactorily, and upon receipt and approval of invoice(s), First 5 Plumas agrees to compensate for actual expenditures incurred in accordance with the Scope of Services.

B. Invoices(s) shall:

1. Bear PCPHA's name
2. Bear the agreement number
3. Invoice(s) must be signed by the First 5 Plumas executive director

C. Invoice Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	July 1 - September 30, 2024	October 20, 2024
Second Quarter	October 1 – December 31, 2024	January 20, 2025
Third Quarter	January 1 – March 30, 2025	April 20, 2025
Fourth Quarter	April 1, 2024 – June 30, 2025	July 20, 2025

**Contractor Budget:**

Jana McDowell (LVN)	0.41	38,661.36
Dorrie Philbeck (RN)	0.05	3,077.40
Kristin Brown	0.213	12,945.50
Lauren Davis (RN)	0.25	15,194.25
Tina Venable (Drt of Nursing)	0.02	4,100.94
Admin Asst	0.112	7,556.19
DeLena Jones (Fiscal)	0.02	2,685.78
<b>Total</b>	<b>1.075</b>	
<b>Total Personnel</b>		<b>84,221.42</b>
<b>OPERATING EXPENSES</b>		
Training/Travel		2,206.43
Communications		700.00
Vehicle Maintenance		700.00
Educational Materials		3,100.00
Office Expense		650.00
<b>Subtotal Operating</b>		<b>7,350.00</b>
	10% of Personnel	
<b>INDIRECT</b>		<b>8,422.14</b>
<b>TOTAL</b>		<b>100,000.00</b>



## PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

---

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

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** June 11, 2024

**SUBJECT:** Adopt **RESOLUTION** to authorize the Director of Public Health to accept and sign an award agreement number 05897-AR71434 between Public Health Institute (PHI) and Plumas County Public Health Agency (PCPHA); (No General Fund Impact) (award); approved as to form by County Counsel. Roll call vote

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**Recommendation:**

The Director of Public Health respectfully recommends that the Board of Supervisors adopt a resolution to authorize the Director of Public Health to accept and sign an award agreement between PHI and PCPHA.

**Background and Discussion:**

PHI is the recipient of Prime Contract No. 22-20404 dated September 30, 2022, from the State of California Department of Health Care Services with funding from the Substance Abuse and Mental Health Services Administration. PCPHA will implement the activities and complete the reporting requirements below:

1. Develop and implement an applied project to advance the sustainability goals of the coalition.
2. Participate in a minimum of two technical assistance (TA) calls with an assigned subject matter expert who will provide guidance and feedback on the project.
3. Present key Learnings from the applied sustainability project during the close out virtual convening for the COPN Accelerator 5.0 program

The Agreement will start on March 1, 2024, and end on June 30, 2024.

This Agreement is for up to the fixed price amount of \$15,000.00.

**Action:**

Adopt **RESOLUTION** to authorize the Director of Public Health to accept and sign an award agreement number 05897-AR71434 between Public Health Institute (PHI) and Plumas County Public Health Agency (PCPHA); (No General Fund Impact) (award); approved as to form by County Counsel. **Roll call vote**

**Fiscal Impact:**

**(No General Fund Impact) (award)**

**Attachments:**

1. 3317 FINAL
2. 3317 Award Agreement FINAL

**RESOLUTION NO. 24-\_\_\_\_\_**

**RESOLUTION TO AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO ACCEPT AND SIGN AN AWARD AGREEMENT NUMBER 05897-AR71434 BETWEEN PUBLIC HEALTH INSTITUTE (PHI) AND PLUMAS COUNTY PUBLIC HEALTH AGENCY (PCPHA)**

**WHEREAS**, PHI is the recipient of Prime Contract No. 22-20404, from the State of California Department of Health Care Services with funding from the Substance Abuse and Mental Health Services Administration, and

**WHEREAS**, PHI and PCPHA entered into this Fixed Price/Deliverables Services Agreement Number 05897-AR71434; and

**WHEREAS**, PCPHA will develop and implement an applied project to advance the sustainability goals of the coalition and required activities.

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

Accept and approve award agreement number 05897-AR71434 from PHI in the amount of \$ 15,000.00; beginning March 1, 2024, and ending on June 30, 2024; and authorize the Director of Public Health to sign the award agreement and all future amendments to said Agreement Number 05897-AR71434.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that this Board of Supervisors hereby ratifies Award Agreement Number 05897-AR71434 effective March 1, 2024.

**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the \_\_\_\_ day of June 2024, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

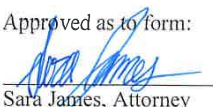
**Abstain:**

\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

**Attest:**

\_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Approved as to form:

  
\_\_\_\_\_  
Sara James, Attorney  
County Counsel's Office

## AWARD AGREEMENT

1. This Award Agreement (“Agreement”) is entered into between Public Health Institute (“PHI”), as identified in 1 (a), and the Outside Party (“Recipient”) identified in 2 (a) named below:			
<b>1 (a). PUBLIC HEALTH INSTITUTE</b> 555 12 <sup>th</sup> Street, Suite 600 Oakland, CA, USA 94607 Tel: 510-285-5500		<b>1(b). PHI’s AUTHORIZED REPRESENTATIVE</b>  Ariel Isaacson, Senior Director, Office of Research & Agreement Administration	
<b>1(c). PHI’s PROGRAM REPRESENTATIVE</b>  PHI Center for Health Leadership & Impact (PCHLI) Karya Lustig* Email: <a href="mailto:klustig@healthleadership.org">klustig@healthleadership.org</a> <small>*Contact for Scope of Work related questions</small>	<b>1(d). PHI’s ADMINISTRATIVE REPRESENTATIVE</b>  Kimberlee Yates G&C Specialist <a href="mailto:kyates@phi.org">kyates@phi.org</a>	<b>1(e). PHI’s INVOICES AND PAYMENT CONTACT</b> Any questions, please contact:  <a href="mailto:amadariaga@healthleadership.org">amadariaga@healthleadership.org</a>	
<b>2 (a). PLUMAS COUNTY PUBLIC HEALTH AGENCY</b>  270 County Hospital Road Quincy, CA 95971 UEI: KD9VGR3L1NS8		<b>2 (b). PLUMAS COUNTY PUBLIC HEALTH AGENCY AUTHORIZED REPRESENTATIVE</b>  Nicole Reinert, Public Health Director 270 County Hospital Road Quincy, CA 95971 Email: <a href="mailto:nicolereinert@countyofplumas.com">nicolereinert@countyofplumas.com</a> Tel: 530-283-6990	
3. AGREEMENT NUMBER: 05897-AR71434			
4. PAYMENT TYPE: Fixed Price/Deliverables			
5. TERM OF THIS AWARD AGREEMENT: March 1, 2024 through June 30, 2024			
6. MAXIMUM AMOUNT: \$15,000.00			
7. PHI and PLUMAS COUNTY PUBLIC HEALTH AGENCY hereby enter into this Fixed Price/Deliverables Agreement in accordance with the hereto attached Terms and Conditions and hereto attached Exhibits, which together are all incorporated as a single Agreement.			
<b>AUTHORIZED SIGNATORY PUBLIC HEALTH INSTITUTE</b>		<b>AUTHORIZED SIGNATORY PLUMAS COUNTY PUBLIC HEALTH AGENCY</b>	
(Signature)	(Date)	(Signature)	(Date)
Ariel Isaacson		[Print Name] Nicole Reinert	
Senior Director, Office of Research & Agreement Administration		[Title] Director of Public Health	

## AWARD AGREEMENT TERMS AND CONDITIONS

1. **RECITAL:** PHI is the recipient of Prime Contract No. 22-20404 dated September 30, 2022, from the State of California Department of Health Care Services (“Funder”) with funding from the Substance Abuse and Mental Health Services Administration (SAMHSA). This Agreement sets forth the terms and conditions for which Recipient shall be obligated, including but not limited to the following: Total Amount of Funds Obligated to Recipient by this action: \$15,000.00; Total (cumulative) Amount of Funds Obligated to Recipient: \$15,000; Total (estimated) amount committed over the length of the Agreement: \$15,000; UEI Number: KD9VGR3L1NS8.
2. **PERIOD OF PERFORMANCE:** The period of performance for work to be performed in accordance with this Agreement will start on March 1, 2024, and end on June 30, 2024, unless otherwise amended per the terms of this Agreement.
3. **PURPOSE:** Recipient will implement the activities and complete the reporting requirements outlined in Exhibit A (Statement of Objectives), which is attached and hereby made a part of this Agreement.
4. **TOTAL AMOUNT:** This Agreement is for up to the fixed price amount of \$15,000.00 to be paid in accordance with Exhibit B (Payment Schedule).
5. **BUDGET CONTINGENCY:** In accordance with Exhibit D (Special Terms & Conditions), Section 4, it is mutually agreed that if the funding for the current budget period or any subsequent budget periods is reduced or canceled by the Funder, PHI shall have the option to either terminate this Agreement with no liability occurring to PHI or offer to amend this Agreement to reflect the reduced funding.
6. **USE OF FUNDS:** Funds under this Agreement will be used in accordance with the Recipient's Statement of Objectives as outlined in Exhibit A. Recipient will obtain prior written approval of PHI to make material changes in program objectives, implementation strategy, key personnel, or timetable. Requests will be made in writing. Recipient will seek prior approval for any use of funds for training, seminars, workshops or conferences in accordance with Exhibit D, Section 7.

### 7. PAYMENT AND INVOICING

1. **PAYMENT:** Recipient will invoice PHI for services rendered in accordance with Exhibit A and according to Exhibit B. Subject to any Budget Contingency clause of this Agreement, the amounts payable for each fiscal year, if applicable, will be identified in Exhibit B. All costs for this Agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP) used by the Financial Accounting Standards Board (FASB)

Upon approval of the Recipient's invoices by the PHI's Program Representative listed on page 1 of this Agreement, PHI will pay Recipient, in arrears, the total fixed price amount specified above. The average time to receive payment is approximately thirty (30) days to allow time for processing by the PHI program and PHI's Accounts Payable.

## AWARD AGREEMENT

2. **INVOICING:** In order to be paid, all invoices shall include the following information:
1. Indicate the “Public Health Institute” name as shown on the Agreement;
  2. Include the PHI Agreement Number;
  3. Identify the billing and/or performance period covered by the invoice and provide a description of deliverables completed and payment amount for those deliverables for the same period;
  4. Provide Recipient invoice contact, telephone number and/or email address;
  5. Be prepared in accordance with the approved cost categories identified in Exhibit B and the elements contained in Exhibit B; and
  6. Be certified in ink, by an electronically scanned copy of a signature, or by verifiable electronic signature (e.g., DocuSign, Adobe, etc.) by the Recipient’s Authorized Representative (or designee).
  7. A copy of the invoice/detailed transaction ledger shall be certified in ink or by an electronically scanned copy of a signature by the Recipient Authorized Representative for costs incurred, with the following statement: “I have reviewed the expenditure detail for this invoice to determine the allowability of the charges to this project and certify that the amount(s) included on this invoice and ledger are accurate.” This certified document may be transmitted electronically to the PHI Invoices and Payment Contact.
  8. Recipient shall submit the final invoice to PHI, no later than thirty (30) calendar days after the end date of the Agreement. PHI will have no obligation to pay Recipient for invoices submitted more than thirty (30) calendar days after the date of expiration of the end date, or Budget Period if applicable, for this Agreement.
  9. Invoices must be submitted directly to the PHI Invoices and Payment Contact listed on page 1.
8. **RECORD RETENTION:** Recipient will comply with Funder record retention terms as outlined in Exhibit D, Section 2. Recipient will further preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this Agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 22 CFR §226.53. The rights of access in this section are not limited to the required retention period, but will last as long as records are retained.

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- 9. AUDIT AND INSPECTION:** Recipient will comply with Funder audit terms as outlined in Exhibit C (“General Terms & Conditions”) Section 1, and Exhibit D, Section 2. Recipient will also comply with the site inspection terms as outlined in Exhibit D, Section 3. Recipient will further comply with the federal audit requirements of 2 CFR 200, Subpart F, 200.501, if applicable, including providing a copy of its reporting package to PHI if required by the circular. Recipient will take appropriate and timely action to follow up and correct all audit findings.
- 10. FFATA REPORTING:** Recipient will furnish its Unique Entity Identifier (UEI) number to PHI and Recipient will comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended, and 2 CFR part 170, “Reporting Subaward and Executive Compensation Information.”
- 11. INTELLECTUAL PROPERTY:** Recipient will comply with Funder intellectual property terms as outlined in Exhibit D, Section 5. Any copyrightable works made by Recipient under this Agreement will be the sole and exclusive property of Funder in accordance with Exhibit D. Recipient will incorporate the requirements of this clause and Exhibit D in all lower tier agreements. If requested by PHI, Recipient will assist PHI, at its expense, during and after the expiration or termination of this contract, to obtain and enforce copyright and other protections for these works.
- 12. RIGHTS IN DATA:** PHI shall have the right to obtain, reproduce, disclose, or otherwise use data first produced by Recipient in the direct performance of this Agreement for educational and research purposes only and Funder shall have the rights set forth in 45 CFR § 75.322.
- 13. ACKNOWLEDGMENT:** Recipient will acknowledge this financial support as follows: “Funding is provided by the PHI Center for Health Leadership & Impact, a program of the Public Health Institute, through funding from the California Department of Healthcare Services and the Substance Abuse and Mental Health Services Administration.”
- 14. INDEPENDENT CONTRACTOR:** Recipient is an independent contractor, not an employee of PHI or Funder, in accordance with Exhibit C, Section 4. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties. Recipient agrees that it is ineligible for PHI employee benefits and is exclusively responsible for income tax payments, social security, and any and all employment benefits, including but not limited to unemployment insurance and worker's compensation insurance.
- 15. CONFIDENTIALITY:** Recipient will comply with Funder confidentiality terms as outlined in Exhibit D, Section 8. Recipient will further hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Recipient by PHI in the course of providing services under this Agreement. All PHI confidential information will be clearly marked “Confidential” and will be sent to Recipient’s Authorized Representative. If not marked, information shall be considered “Confidential Information”



## AWARD AGREEMENT

if a person knowledgeable in the relevant field would conclude from the nature of the information and the circumstances of disclosure that it is the confidential or proprietary property of PHI. Confidential Information shall also include any portions thereof contained in analyses, complications, studies, notes and other material prepared by or in the possession or control of Recipient as is specified in this definition. Recipient will incorporate the requirements of this clause in all lower tier agreements, if applicable.

- 16. PUBLICATIONS:** Recipient will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Recipient will not issue press releases or any public announcements without prior approval and will send to PHI copies of all papers, manuscripts and other materials produced that are related to this Agreement. Recipient will incorporate the requirements of this clause in all lower tier agreements.
- 17. INDEMNIFICATION:** Each party will indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Recipient agrees to indemnify, defend and hold harmless Funder, in accordance with Exhibit C, Section 2, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional or willful misconduct, grossly negligent act, or failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this Agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties' obligations under this section will survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.
- 18. INSURANCE AND LICENSES:** Recipient will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Recipient's domicile, and all other appropriate governmental agencies. Recipient's failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this Agreement and may constitute grounds for PHI's termination. Recipient will provide PHI with a copy of insurance upon request.
- 19. LIMITATION OF LIABILITY:** To the maximum extent permitted by law, in no event will either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages of any kind, lost goodwill, lost profits, lost business, or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.
- 20. NON-DISCRIMINATION:** Recipient will comply with Funder Non-Discrimination terms as outlined in Exhibit C, Section 6, Federal Equal Opportunity requirements as outlined in Exhibit D, Section 1, and Exhibit E ("California Certification Clauses"), Section 1. As applicable to this Agreement, Recipient shall further comply with:

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1. Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
3. 41 CFR 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Recipient shall incorporate the requirements of this clause in all nonexempt lower tier agreements.

**21. INCORPORATION BY REFERENCE:** All provisions of the prime award issued by Funder that are applicable to this Agreement are hereby incorporated by reference in Exhibit C, Exhibit D, and Exhibit E, and Recipient will comply with them in all respects. Recipient expressly waives any right to further notification or explanation of prime award provisions. If any of the prime award provisions directly and irreconcilably conflict with any other provisions of this Agreement, the prime award will take precedence. Recipient will incorporate the requirements of this section into lower tier agreements.

**22. ASSURANCE OF COMPLIANCE:** Recipient certifies that it will comply with all applicable federal statutes, regulations, and policies (including income tax regulations), and all applicable state and local laws and ordinances. In addition, Recipient represents that it has an Assurance of Compliance with the following statutes on file with the HHS Office of Civil Rights:

- A. Title VI of the Civil Rights Act of 1964;
- B. Section 504 of the Rehabilitation Act of 1973;
- C. Title IX of the Education Amendments of 1972;
- D. Age Discrimination Act of 1975;
- E. Animal Welfare: all Subrecipient organizations are required to comply, as applicable, with the regulations (9CFR, Subchapter A) issued by the U.S. Department of Agriculture under the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and other Federal statutes and regulations relating to animals;
- F. Drug Free Workplace: the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et. Seq.) requires all organizations receiving awards from any Federal agency agree to maintain a drug-free workplace; and

## AWARD AGREEMENT

G. Inclusiveness of Women and Minorities in Research Design. Supported Clinical research must conform to the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research in accord with section 492B of the PHS Act, added by the NIH Revitalization Act of 1993.

- 23. CLEAN AIR AND WATER:** Recipient will comply with Funder terms as outlined in Exhibit D, Section 6, and Exhibit E, Section 4. Recipient will further comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations will be reported to HHS and the appropriate Environmental Protection Agency Regional Office.
- 24. LOBBYING:** Recipient will comply with Funder lobbying restriction terms as outlined in Exhibit D, Section 16. Recipient further certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Subcontract, provided that if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this, Recipient will complete and submit to PHI OMB Standard Form LLL “Disclosure of Lobbying Activities.” Recipient will incorporate the requirements of this clause in all nonexempt lower tier agreements and require Recipient to certify and disclose to it, and forward their disclosures to PHI.
- 25. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:** Recipient shall comply with all applicable standards, orders or regulations issued, and as amended, under 48 CFR § 52.204-25 (“Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”) and 2 CFR § 200.216 (“Prohibition on certain telecommunications and video surveillance services or equipment”), as applicable.
- 26. TRAFFICKING IN PERSONS:** This Agreement is subject to requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Recipient must comply with the applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of Recipient or individuals defined as “employees” of Recipient. The details of Recipient's obligations regarding prohibited conduct related to trafficking in persons can be found in 22 USC 7104 and FAR 52.222-50, as applicable, which are incorporated by reference. Recipient must inform PHI immediately of any information Recipient receives from any source alleging a violation of a prohibited conduct outlined in this Agreement term. Failure to abide by the requirements of 22 USC 7104 and FAR 52.222-50, as applicable, may result in the termination of this Agreement. Recipient shall incorporate the requirements of this clause in all lower tier agreements.

**AWARD AGREEMENT**

- 27. DEBARMENT CERTIFICATION:** Recipient will comply with Funder debarment and suspension terms as outlined in Exhibit D (Special Terms & Conditions) Section 9. Recipient further certifies by signing this Agreement that neither it nor its principals (including research personnel) participating directly or indirectly in the performance of this project are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as specified in 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions. Recipient certifies that it is not listed as debarred or suspended in [www.sam.gov](http://www.sam.gov). Recipient will incorporate the requirements of this section in all non-exempt lower tier agreements. Recipient will notify PHI should its status herein change. Recipient will query [www.sam.gov](http://www.sam.gov) for all non-exempt lower tier covered transactions.
- 28. NONDELINQUENCY ON FEDERAL DEBT:** Recipient represents to the best of its knowledge that it is not delinquent in repaying any federal debt.
- 29. EXECUTIVE ORDER:** Recipient is required to comply with the Governor of California's Executive Order N-6-22 (found at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) regarding sanctions in response to Russian aggression in Ukraine. Compliance with the EO includes, but is not limited to, compliance with the federal executive orders identified in Executive Order 14065 and the sanctions identified on the United States Department of Treasury website (found at <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). This clause shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and subawards, etc.). Recipient shall incorporate the contents of this clause into each lower tier transaction.
- 30. PROHIBITION ON THE USE OF GENERATIVE AI:** Recipient will not, without the prior written consent of the PHI authorized signatory, use any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models ("Generative AI"), including, but not limited to, Chat GPT, Google BARD, etc., directly or indirectly in the performance of this Agreement or in the creation of, or otherwise incorporated into, any Work under this Agreement. Consistent with this requirement, Recipient is specifically prohibited from using Generative AI to analyze, process, or store any information proprietary to the PHI without prior written consent. Recipient represents and warrants that all reports, deliverables and any other information provided under this Agreement will be the result of Recipient's independent, original efforts without any unapproved Generative AI assistance, and will not incorporate, or be based upon, any output or contribution generated by Recipient or to the knowledge of Recipient, in whole or in part, through use of Generative AI.
- 31. APPLICABILITY TO LOWER-TIER VENDORS AND SUPPLIERS:** Recipient will require its subcontractors, suppliers, employees, consultants, and agents to comply with all applicable provisions of this Agreement.

## AWARD AGREEMENT

**32. TERMINATION:** PHI may suspend or terminate this Agreement at any time by giving written notice of suspension or termination to Recipient if the prime award is suspended or terminated in whole or in relevant part. If Recipient materially fails to comply with, or materially breaches, any of the terms and conditions of this Agreement, PHI may provide written notice of the breach and Recipient shall have ten (10) business days within which to remedy the breach. If Recipient fails to remedy the breach within such period, the Agreement automatically shall terminate upon the expiration of the ten (10) day cure period. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. If Recipient sends or receives a notice of suspension or termination, Recipient will cancel as many outstanding obligations as possible, and will provide a full accounting of all non-cancellable obligations for PHI's review and approval. On the date of suspension or termination, Recipient will stop work and Recipient will not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the prime award, PHI will pay Recipient for costs incurred prior to the date of suspension or termination, including all approved uncancellable obligations.

## 33. STANDARD TERMS AND CONDITIONS

- A. **REPRESENTATIONS:** Recipient represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.
- B. **EXCUSABLE DELAY:** If Recipient is delayed in the performance of its obligations by reason of power failure, acts of government, or acts of God, or other reasons or causes beyond Recipient's reasonable control, Recipient provides prompt notice to PHI of the nature and circumstances of the delay, and if agreed to in writing by the Parties, performance may be, at PHI's sole discretion, excused for the period of delay and the Agreement may be extended for a period equivalent to the delay.
- C. **INTERFERING CONDITIONS:** Recipient will promptly notify PHI of any condition that might interfere with this Agreement. Notification will not relieve Recipient of any responsibilities hereunder.
- D. **WHISTLEBLOWER:** Recipient and employees working on this Agreement will be subject to the whistleblower rights and remedies under 41 U.S.C. 4712 as implemented under 48 CFR Subpart 3.9. The Recipient will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.9 of the Federal Acquisition Regulation. The Recipient will insert the substance of this clause in all lower tier agreements over the simplified acquisition threshold.
- E. **COMPLIANCE WITH LAW:** Recipient will comply with all relevant state and federal statutes and regulations.



## AWARD AGREEMENT

- F. **GOVERNING LAW:** The validity, construction, and effect of this Agreement will be governed by the laws of the United States of America and the State of California.
- G. **SEVERABILITY:** If any provision of this Agreement is held in conflict with law, the validity of the remaining provisions will not be affected.
- H. **DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.
- I. **ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Agreement, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.
- J. **TRADEMARKS:** Neither party will use the name, trade name, trademark or other designation of the other party or its affiliates in connection with any products, promotion or advertising without the prior written permission of the other party.
- K. **WARRANTY:** PHI makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the results will not infringe any patent, copyright or trademark or other rights.
- L. **NON-ASSIGNMENT:** This Agreement is not assignable by Recipient without the prior written consent of PHI Authorized Representative.
- M. **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Agreement will not extinguish any previously-accrued rights or obligations of the parties.
- N. **NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Recipient's Authorized Representative named on the cover page of this Agreement.
- O. **ENTIRE AGREEMENT:** This is the entire Agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.
- P. **AUTHORIZATION:** Recipient represents and warrants that they are fully authorized and empowered to enter into this Agreement and that the performance of the obligations under this Agreement will not violate any agreement between Recipient and any other person, firm, or organization.

**AWARD AGREEMENT****EXHIBIT A  
STATEMENT OF OBJECTIVES**

Recipient will perform the following over the course of the project period:

1. Develop and implement an applied project to advance the sustainability goals of the coalition.
2. Participate in a minimum of two technical assistance (TA) calls with an assigned subject matter expert who will provide guidance and feedback on the project.
3. Present key learnings from the applied sustainability project during the closeout virtual convening for the COPN Accelerator 5.0 program.

**EXHIBIT B  
PAYMENT SCHEDULE**

Recipient will receive the total fixed amount of \$15,000 as follows:

<b>Amount</b>	<b>Terms</b>	<b>Estimated Date</b>
\$15,000	Upon execution of signed agreement	TBD

**EXHIBIT C  
GENERAL TERMS AND CONDITIONS  
(See Attached)****EXHIBIT D  
SPECIAL TERMS AND CONDITIONS  
(See Attached)****EXHIBIT E  
CALIFORNIA CERTIFICATION CLAUSES  
(See Attached)**

## **EXHIBIT C**

### **GENERAL TERMS & CONDITIONS**

1. **AUDIT:** Recipient 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. Recipient 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. Recipient 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, Recipient 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).
2. **INDEMNIFICATION:** Recipient 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 Recipient in the performance of this Agreement.
3. **DISPUTES:** Recipient shall continue with the responsibilities under this Agreement during any dispute.
4. **INDEPENDENT CONTRACTOR:** Recipient, and the agents and employees of Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
5. **RECYCLING CERTIFICATION:** The Recipient 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).
6. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Recipient and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Recipient shall insure that the evaluation and



treatment of employees and applicants for employment are free of such discrimination. Recipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

7. **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.

## **EXHIBIT D**

### **SPECIAL TERMS AND CONDITIONS**

#### **1. Federal Equal Opportunity Requirements**

- a. The Recipient 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 Recipient 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 Recipient 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 Recipient'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 Recipient will, in all solicitations or advancements for employees placed by or on behalf of the Recipient, 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 Recipient 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 Recipient'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 Recipient 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 Recipient 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 Recipient'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 Recipient may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The Recipient 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 Recipient 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 Recipient becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Recipient 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. Audit and Record Retention**

- a. The Recipient 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 Recipient'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. Recipient 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. Recipient 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 Recipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Recipient shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.

- d. The Recipient shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code 999.55), if this Agreement involves DVBE participation, and three years for all other contract records 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.
  - i. (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.
  - ii. 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 Recipient 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 Recipient 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 Recipient shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

### **3. 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 Recipient, the Recipient shall provide and shall require all lower tier recipients 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.

#### **4. Federal Contract Funds**

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

#### **5. Intellectual Property Rights**

##### **a. Ownership**

- i. 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 Recipient or DHCS and which result directly or indirectly from this Agreement.
- ii. 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.
  - 1. 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.

- iii. In the performance of this Agreement, Recipient will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Recipient 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, Recipient 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 Recipient 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, Recipient accesses any third-party Intellectual Property that is licensed to DHCS, Recipient agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third party's license agreement.
- iv. Recipient 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 Recipient enters into any agreements or subcontracts with other parties in order to perform this Agreement, Recipient shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the lower tier party 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 lower tier party, Recipient or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- v. Recipient 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**

- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Recipient or DHCS and which result directly or indirectly from this Agreement, Recipient 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. Recipient 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 Recipient'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 Recipient assigns all rights, title and interest in the Intellectual Property as set forth herein.

- ii. Nothing in this provision shall restrict, limit, or otherwise prevent Recipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Recipient'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**

- i. Recipient 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 Recipient in connection with Recipient's performance of this Agreement shall be deemed "works made for hire". Recipient further agrees that the work of each person utilized by Recipient in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Recipient or that person has entered into an agreement with Recipient to perform the work. Recipient shall enter into a written agreement with any such person that: (i) all work performed for Recipient 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 Recipient or DHCS and which result directly or indirectly from this Agreement.
- ii. 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 Recipient 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 Recipient in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Recipient 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 Recipient 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, Recipient agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Recipient 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 Recipient'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 Recipient's performance of this Agreement, Recipient shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

**i. Recipient represents and warrants that:**

1. It is free to enter into and fully perform this Agreement.
2. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
3. Neither Recipient'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 Recipient 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 Recipient.
4. Neither Recipient'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.
5. 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.
6. 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.
7. 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.



8. 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 Recipient's performance of this Agreement.
- ii. 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**

- i. Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient's expense, any such infringement action brought against DHCS.
- ii. Should any Intellectual Property licensed by the Recipient to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Recipient will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Recipient's expense) in any such claim or action. In the defense or settlement of the claim, Recipient 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.

- iii. Recipient agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Recipient. Recipient 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. Survival**

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

**6. 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.

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

Recipient 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 Recipient 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 Recipient to conduct routine business matters.

**8. Confidentiality of Information**

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

## **9. Debarment and Suspension Certification**

- a. By signing this Agreement, the Recipient agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR Part 180, 2 CFR Part 376
- b. By signing this Agreement, the Recipient certifies to the best of its knowledge and belief, that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - ii. 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;
  - iii. 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
  - iv. 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.
  - v. 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.
  - vi. 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.

- vii. 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 Recipient is unable to certify to any of the statements in this certification, the Recipient 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 Recipient knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

#### **10. Drug Free Workplace Act of 1988**

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.
- e. Contractors of federal agencies are required to certify that they will provide drugfree workplaces for their employees.

#### **11. Covenant Against Contingent Fees**

The Recipient 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 Recipient 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.

#### **12. 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.

### **13. Use of Small, Minority Owned and Women's 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). Recipients shall take all of the following steps to further this goal.

- a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

### **14. 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.

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

- a. The Recipient shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Recipient'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.

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

(As Applicable per 31 U.S.C. 1352)

- a. Certification and Disclosure Requirements
  - i. 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.

- ii. 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.
- iii. 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(ii) herein. An event that materially affects the accuracy of the information reported includes:
  - 1. 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;
  - 2. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - 3. 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.

**EXHIBIT E**  
**CALIFORNIA CERTIFICATION CLAUSES**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Recipient to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Recipient Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Recipient has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Recipient 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:
    - i. the dangers of drug abuse in the workplace;
    - ii. the person's or organization's policy of maintaining a drug-free workplace;
    - iii. any available counseling, rehabilitation and employee assistance programs; and,
    - iv. penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - i. receive a copy of the company's drug-free workplace policy statement; and,
    - ii. 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 Recipient may be ineligible for award

of any future agreements under Funder prime agreements as if PHI or the Funder determines that any of the following has occurred: the Recipient has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Recipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Recipient within the immediately preceding two-year period because of Recipient's failure to comply with an order of a Federal court, which orders Recipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **EXPATRIATE CORPORATIONS:** Recipient 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.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Recipient needs to be aware of the following provisions regarding current or former state employees. If Recipient has any questions on the status of any person rendering services or involved with the Agreement, the PHI must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a. 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.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. 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 Recipient violates any provisions of above paragraphs, such action by Recipient shall render this Agreement void. (Pub. Contract Code §10420)



Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Recipient 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 Recipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Recipient 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.



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Che Shannon, Management Analyst II  
**MEETING DATE:** June 11, 2024  
**SUBJECT:** Respectfully requesting the Board of Supervisors accept a \$1,000.00 grant award to Behavioral Health from Cal Poly Humboldt on behalf of Plumas County employee # 101114's participation in the Integrated Behavioral Health Training program.

---

**Recommendation:**

Respectfully requesting the Board of Supervisors accept a \$1,000.00 grant award to Behavioral Health from Cal Poly Humboldt on behalf of Plumas County employee # 101114's participation in the Integrated Behavioral Health Training program.

**Background and Discussion:**

a \$1,000.00 grant award to Behavioral Health from Cal Poly Humboldt on behalf of Plumas County employee # 101114's participation in the Integrated Behavioral Health Training program. Funds will be used to purchase therapy supplies for young children.

**Action:**

Respectfully requesting the Board of Supervisors accept a \$1,000.00 grant award to Behavioral Health from Cal Poly Humboldt on behalf of Plumas County employee # 101114's participation in the Integrated Behavioral Health Training program.

**Fiscal Impact:**

None

**Attachments:**

1. 20240605160129

Check Date: Apr 04, 2024

CAL POLY SPONSORED PROGRAMS

HMSPF Check No. 007359

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Paid Amount
SEP-DEC 2023 BH TRAINING	03/06/2024	00076132	1,000.00	0.00	1,000.00

70570 / 524021

Rec# 177645

ID	PLUMAS COUNTY	Total Gross	Total Disc Taken	Total Paid
0000032045		\$1,000.00	\$0.00	\$1,000.00

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007359

11-24-1210  
493306155

707-826-3512

CHECK DATE

PAY AMOUNT

Apr 4, 2024

\*\*\$1,000.00\*\*

PAY TO THE ORDER OF PLUMAS COUNTY  
\*\*ONE THOUSAND AND XX/100 DOLLAR \*\*  
Wells Fargo Bank, N.A.

*Kari Flynn*

THE BACK OF THIS DOCUMENT CONTAINS AN ANTI-MONEY LAUNDERING WATER MARK - VIEW AT AN ANGLE

AMOUNTS GREATER THAN \$500.00 REQUIRE TWO SIGNATURES

**Cal Poly Sponsored Programs  
Cal Poly Sponsored Programs  
Arcata, CA 95521-8299**

## IMPORTANT DOCUMENT

ENCLOSED

Page 328 of 353

PLUMAS COUNTY  
BEHAVIORAL HEALTH  
270 COUNTY HOSPITAL RD STE 109  
QUINCY, CA 95971

007359 Apr 4, 2024

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 2. *Background*  
 3. *Methodology*  
 4. *Results*  
 5. *Discussion*  
 6. *Conclusion*  
 7. *References*  
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**PLUMAS COUNTY  
ENVIRONMENTAL HEALTH DEPARTMENT  
MEMORANDUM**

---

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

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

**MEETING DATE:** June 11, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an extension to a contract that includes modifications, between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA); effective June 30, 2024 through December 31, 2024; not to exceed \$29,700; (General Fund Impact) as requested in FY 2024/2025 budget (20020 / 521900); approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to ratify and sign an extension to a contract that includes modifications, between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA); effective June 30, 2024 through December 31, 2024; not to exceed \$29,700; (General Fund Impact) as requested in FY 2024/2025 budget (20020 / 521900); approved as to form by County Counsel.

**Background and Discussion:**

Authorizing the contract extension to continue services is vital for Environmental Health in the areas of management of fire debris removal, creating and managing rebuilding clearance documentation, providing support in the creation of a draft ordinance to provide guidance for hazard mitigation and rebuilding within the areas of legacy lead metal contamination, and to provide general Environmental Health program support due to limited staffing.

**Action:**

Approve and authorize Chair to ratify and sign an extension to a contract that includes modifications, between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA); effective June 30, 2024 through December 31, 2024; not to exceed \$29,700; (General Fund Impact) as requested in FY 2024/2025 budget (20020 / 521900); approved as to form by County Counsel.

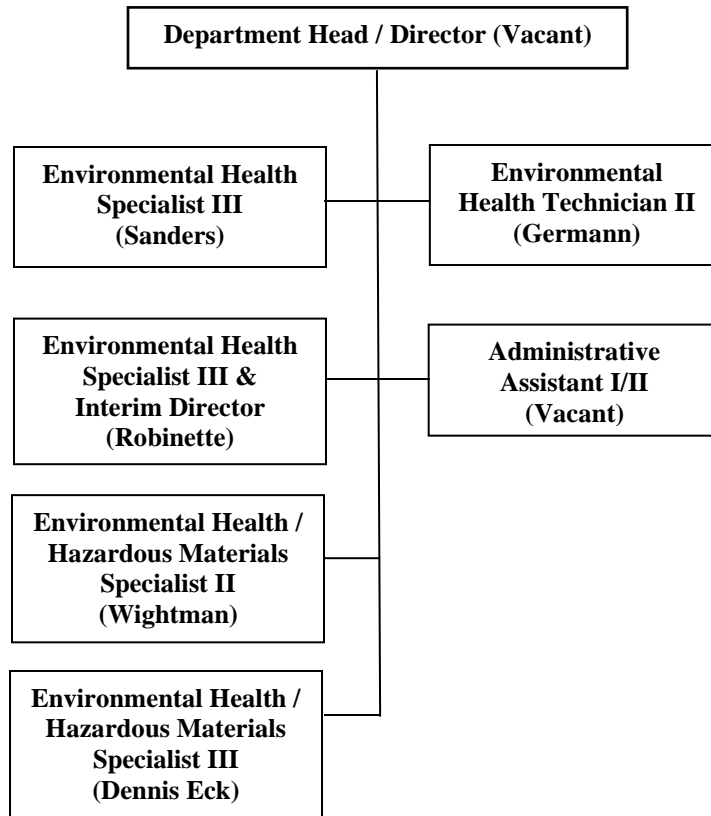
**Fiscal Impact:**

The contract extension request will not exceed the \$29,700 in unspent contract allocated funds approved for the original contract.

**Attachments:**

1. EH Org Chart (1)
2. CAEHA Fire Contract 3rd Amendment Exhibit A CC Approved 3338 FINAL (1)

# ENVIRONMENTAL HEALTH ORGANIZATIONAL CHART AFTER REQUESTED ALLOCATION CHANGE



**THIRD AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
PLUMAS COUNTY AND CALIFORNIA ASSOCIATION OF ENVIRONMENTAL  
HEALTH ADMINISTRATORS**

This Third Amendment to Agreement (“Amendment”) is made on June 11, 2024, between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** (“CONTRACTOR”) who agrees as follows:

1. **Recitals:** This Third Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** have entered into a written Agreement dated March 1, 2022, (the “Agreement”), in which **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** agreed to provide emergency disaster debris management services to Plumas County, Department of Environmental Health.
  - b. Because of the critical need to continue these support services due to the lack of staffing resources in Environmental Health to conduct Environmental Health programs, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Paragraph 1 “Term” is amended to read as follows:

The TERM of this agreement shall be from March 1, 2022, through December 31, 2024, unless terminated earlier as provided herein.
  - b. Paragraph 22 “Notice Addresses” is amended in part as follows:

Contractor:  
California Association of Environmental Health Administrators  
P.O. Box 2017  
Cameron Park, CA 95682-2017  
Attention: Sheryl Baldwin, Contract Manager  
Gerald Sipe, Project Manager
  - c. Exhibit A “Scope of Work” is amended to include the following:
    - 9) Provide environmental health programs development, support, and implementation as required by the Environmental Health Director.

- d. Exhibit B - Section A is amended to read as follows:

Contractor shall be paid \$113.16 per hour for REHS staff and tracked by time sheets. Staff will work on a full-time or part-time flexible schedule approved by the County. If overtime is required and has been approved by the County for the contractor in advance, the hourly rate is \$169.74. CAEHA shall invoice the County for work performed by the 15<sup>th</sup> of each month with a summary of time worked.

Exhibit B - Section C is amended to read as follows:

If County requests travel, then mileage to be reimbursed by County at current IRS rate (currently \$0.67 cents per mile).

3. **Effectiveness of Agreement:** Except as set forth in this Third Amendment of the Agreement, Second Amendment to Agreement dated November 7, 2023, and First Amendment to Agreement dated February 7, 2023, all provisions of the Agreement dated March 1, 2022, shall remain unchanged and in full force and effect.

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

**CONTRACTOR:**

California Association of Environmental Health  
Administrators (CAEHA)  
Tax ID #94-1675492

By: \_\_\_\_\_  
Name: Darryl Wong  
Title: CEO CAEHA

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

By: \_\_\_\_\_  
Name: Steve Van Stockum  
Title: Secretary/Treasurer CAEHA

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: Allen Hiskey  
Title: Clerk of the Board

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

Approved as to form:

  
Joshua Brechtel, Attorney  
County Counsel's Office





**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

---

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

**FROM:**

**MEETING DATE:** June 11, 2024

**SUBJECT:** Planning

---

**Recommendation:**

.

**Background and Discussion:**

.

**Action:**

.

**Fiscal Impact:**

.

**Attachments:**

None



## PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

---

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

**FROM:** Tracey Ferguson, Director of Planning

**MEETING DATE:** June 11, 2024

**SUBJECT:** Informational discussion regarding the Water Solutions Network (WSN) Upper Feather/LA Watershed Framework Test Drive initiative and interest by Plumas County in being a co-convenor to a Fall 2024 gathering; possible direction to Planning Department staff.

---

### **Recommendation:**

Review the Upper Feather/LA Watershed Framework Test Drive initiative and provide direction to Planning Department staff in the form of one of the following:

1. Prepare resolution authorizing Plumas County's participation as a co-convenor for the Upper Feather/LA Watershed Framework Test Drive and designate a member of the Board of Supervisors to represent the County for purposes of the Watershed Framework.
2. Prepare resolution authorizing Plumas County's participation but do not act as a co-convenor for the Upper Feather/LA Watershed Framework Test Drive and determine if a member of the Board of Supervisors should be designated to represent the County for purposes of the Watershed Framework.
3. Do not participate in the Upper Feather/LA Watershed Framework Test Drive initiative.
4. Other

### **Background and Discussion:**

See attached Water Solutions Network (WSN) Watershed Framework documentation:

- WSN Watershed Framework Fact Sheet
- Upper Feather/LA Watershed Framework Information and Tools including Q&A

For more information and the complete 34-page WSN Watershed Framework document see the WSN website at:

<https://www.watersolutionsnetwork.org/watershed-framework>

Staff: Debbie Franco, Managing Director and Alissa Patterson, Network Manager

The WSN Watershed Framework is designed to connect people and organizations across a watershed from headwaters to outflow. The process is designed to build a common understanding of how the entire watershed works and to aid in opportunities for cross-sector and cross-jurisdictional coordinated action and learning. Embedded in the WSN approach is a commitment to building collaborative capacity.

The Framework Principles include:

- Time is of the essence. Nimble, flexible, adaptive, timely action is paramount.
- Interconnected and coordinated action across a watershed can produce more powerful human interventions.
- Trust is a necessary and foundational condition.
- Equity is essential and can be better accomplished by reconnecting communities across a watershed.
- Water should be affordable to everyone for basic human needs.

- Collaboration creates opportunity to reduce redundancies and conflict.
- A shift toward catalyzing good things vs preventing bad things must be based on transparency and accountability.
- Everyone is a land and water steward.

#### *Conceptual purpose of the "Upper Feather/LA Watershed Framework Test Drive" initiative*

- State Water Project end users in LA and Upper Feather River Watershed land and water stewards will meet each other.
- The group will develop a common understanding of how the entire watershed works from headwaters to engineered outflows in LA.
- Drawing on existing plans and strategies in the Upper Feather and LA, the group will identify opportunities to improve the health of the watershed.
- At the group's discretion and agreement, the group may collaborate on the pursuit of resources to support the shared priority opportunities.

#### *Success will be determined by participants, but may include things such as:*

- Identification and implementation of large scale and potentially high value activities like restoring soil health across a watershed.
- Coordination and higher capacity to monitor and learn together at watershed scale to inform future actions.
- Stronger alignment on outcomes to achieve together and greater flexibility to be nimble and experiment together on how we achieve those outcomes.
- Ongoing, perpetual, and cross-generational relationships that support faster action to meet the emergent demands of climate change and extreme conditions.

#### *How is this being funded?*

Initial efforts were funded by a private philanthropist. There is no contractual obligation to proceed if participants decide that this is not a helpful process. WSN expects participants will contribute resources as the process evolves to support coordinated and collaborative activities. All funding will be transparent and WSN will avoid dynamics that could create conflicts of interest.

#### *Who is the target audience?*

WSN believes in systems thinking and action. That means that everything and everyone in a watershed is the ultimate target audience. WSN also believes that everyone in a watershed is a land and water steward. They are starting with leaders and influencers in each region to keep the group a manageable size that supports relationship building. If done right, WSN states they can generate greater community engagement over time as WSN translates activities, like restoring soil health, to everyone in a watershed. With the larger coordination the collective should be able to help an individual land and water manager to understand their impact when coordinated with their neighbors and others across a watershed.

#### *Haven't we tried this before? What makes the Watershed Framework different?*

The Watershed Framework is intentionally cross-sector and cross-jurisdictional and works to connect up entire watersheds in a way that has been elusive in most of the State. It is predicated on the idea that we need to move faster and at a larger scale to do the work necessary to survive and thrive in the face of the changes already occurring. The Framework is structured to build the trust and relationships that are necessary to support more flexible and nimble action that is coordinated across a watershed focused on making good things happen instead of being focused on preventing bad things from happening.

## *WSN Seeking Co-Convenors for Potential Fall 2024 Gathering*

On March 25, 2024, a meeting was hosted by WSN staff and held in Greenville, Plumas County, with local land, water, and forest resources stakeholders invited as an introduction to the Watershed Framework. The primary agenda item was a group discussion to consider the potential and interest in holding a gathering sometime in Fall 2024 to convene LA (Los Angeles) State Water Project end users (e.g., Metropolitan Water District of Southern California) of the Upper Feather River watershed resources with those who live and work in the Upper Feather River watershed. Some in attendance at the March 25, 2024, meeting were in favor of such a gathering, while others had additional questions and made statements about proceeding cautiously. The State Water Project supplies water to approximately 27 million Californians and 750,000 acres of farmland. It spans more than 705 miles from Northern California to Southern California and includes 36 storage facilities, 21 pumping plants, five hydroelectric power plants, four pumping-generating plants, and approximately 700 miles of canals, tunnels, and pipelines. The State Water Project facilities in Plumas County include Lake Davis (84,371 acre feet), Frenchman Lake (55,475 acre feet), and Antelope Lake (22,564 acre feet), with releases flowing through Plumas County down the North Fork and Middle Fork of the Feather River to Lake Oroville. See State Water Project map attached (source: California Department of Water Resources).

At this time, WSN staff are seeking co-convenors for a potential Fall 2024 gathering of the Los Angeles State Water Project end users and Upper Feather River watershed local stakeholders. Being a co-convenor involves: 1) providing the County's logo to be used in meeting marketing materials and 2) agreeing to share (e.g., email out and post to the County's website and community bulletin boards) the Fall 2024 gathering invitation directly (from Plumas County).

Of note, the Sierra County Board of Supervisors on April 16, 2024, adopted Resolution No. 2024-056, authorizing participation in the Upper Feather/LA Watershed Framework Test Drive (attached to this staff report for reference) and agreed to act as a co-convenor for the Fall 2024 gathering and designated Supervisor Paul Roen to represent Sierra County for purposes of the Watershed Framework Test Drive.

### **Action:**

Review the Upper Feather/LA Watershed Framework Test Drive initiative and provide direction to Planning Department staff in the form of one of the following:

1. Prepare resolution authorizing Plumas County's participation as a co-convenor for the Upper Feather/LA Watershed Framework Test Drive and designate a member of the Board of Supervisors to represent the County for purposes of the Watershed Framework.
2. Prepare resolution authorizing Plumas County's participation but do not act as a co-convenor for the Upper Feather/LA Watershed Framework Test Drive and determine if a member of the Board of Supervisors should be designated to represent the County for purposes of the Watershed Framework.
3. Do not participate in the Upper Feather/LA Watershed Framework Test Drive initiative.
4. Other

### **Fiscal Impact:**

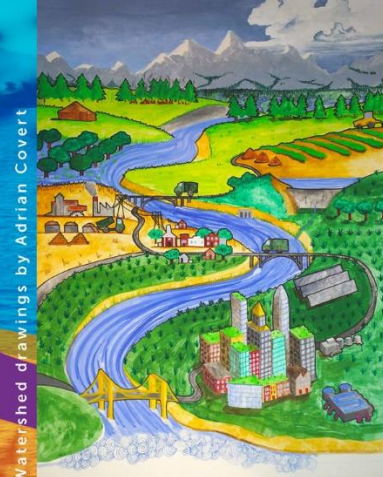
General Fund impact; Planning Department staff time (wages).

### **Attachments:**

1. WSN Framework+Fact+Sheet+FINAL
2. Upper Feather\_LA Watershed Framework Information and Tools
3. State Water Project Map
4. Sierra County Resolution 2024-056-1



# WSN Watershed Framework



## *You are invited!*

*Join us in test-driving the Framework. Enhance and transform your work by crossing sector and geographic boundaries to coordinate local activities across a watershed, amplifying impact and enhancing adaptability in the face of a changing climate.*

Climate change is accelerating, and extreme conditions are challenging our systems and infrastructure. Our ability to survive and thrive hinges on our collaborative adaptive capacity. The Watershed Framework offers a means to align and amplify efforts across sectors and geography to better align with natural systems and the new challenges and opportunities that climate change presents.

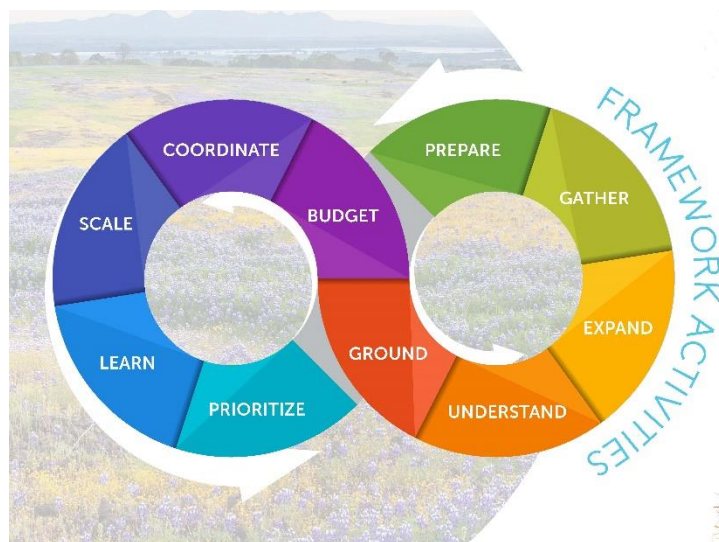
The Watershed Framework is not just a strategy; it's a dynamic set of activities designed to cultivate leadership and collaborative capacity across entire watersheds. We aim to elevate existing efforts and pinpoint new opportunities to enhance watershed health and function, all while adeptly managing extremes.

You can learn more about the [Watershed Framework](#) on the WSN web page.

## The Watershed Framework

The Framework was developed by a group of 25 advisors including land, water, and community practitioners and policy makers. It includes a series of activities that can be taken in any order according to a watershed's needs. The activities are designed to:

- ▶ Build trust.
- ▶ Establish a common understanding of the watershed, headwaters to outflow.
- ▶ Identify and eliminate redundancies.
- ▶ Coordinate action across the watershed, sectors, jurisdictions, and geography.



***Are you ready to be part of something transformative? Join WSN and be at the forefront of equitable, comprehensive solutions. Let's learn, experiment, and refine together, creating a resilient future for California and beyond!***



## The Test Drive: Your Invitation to Innovate!

At the Water Solutions Network (WSN), we're currently test-driving the framework, refining it, and crafting a playbook. We invite you to be part of this groundbreaking initiative building an understanding of what we can accomplish together.

Picture this: coordinated upper watershed restoration mitigating downstream flooding. It's a compelling vision, yet often hampered by sector and jurisdictional boundaries. For instance, a forest management project may focus on thinning trees and miss opportunities to improve hydrologic function that could contribute to downstream flood mitigation. Together, we can leverage single-sector, jurisdictionally bounded projects and unlock the true potential of collaborative, interdependent outcomes!



### FRAMEWORK PRINCIPLES

- Time is of the essence. Nimble, flexible, adaptive, timely action is paramount.
- Interconnected and coordinated action across a watershed can produce more powerful human interventions.
- Trust is a necessary and foundational condition.
- Equity is essential and can be better accomplished by reconnecting communities across a watershed.
- Water should be affordable to everyone for basic human needs.
- Collaboration creates opportunity to reduce redundancies and conflict.
- A shift toward catalyzing good things vs preventing bad things must be based on transparency and accountability.
- Everyone is a land and water steward.

### Join Us!

We seek leaders interested in looking beyond their own boundaries—those who see the forest for the trees, the systems thinkers—to unite across sectors and jurisdictions in a watershed, headwaters to the ocean. Join us in identifying and actualizing systems-based opportunities that enhance our ability to catch up to the pace of climate change and make our communities safer and more resilient.



### About WSN

WSN is a network of leaders committed to solving California's most pressing land and water challenges. Founded on an immersive, collaborative learning experience, WSN prepares and inspires participants to:

#### Cross Boundaries



#### Connect Resources



#### Choose Bold Action



## Upper Feather/LA Watershed Framework Information and Tools

Below you will find some draft items that will support your efforts to introduce the Watershed Framework to your colleagues and support consideration of joining the effort as co-convenors and/or as planning team members.

Please contact us if you have any questions or would like further assistance making presentations, drafting resolutions, or any other activities your organization needs when considering engagement. Email Alissa Patterson ([alissa@watersolutionsnetwork.org](mailto:alissa@watersolutionsnetwork.org)).

### Background Materials

[Watershed Framework Test Drive Fact Sheet](#)

[Watershed Framework Web Page](#) (You can find the full document on this page)

### Short Description/Talking Points

The WSN Watershed Framework, at its essence, is designed to connect people and organizations across a watershed from headwaters to outflow, including engineered elements of the system. The process is designed to build a common understanding of how the entire watershed works and to surface opportunities for cross-sector and cross-jurisdictional coordinated action and learning. Willing participants will identify opportunities for coordination and collaboration and decide how to proceed together. Embedded in the WSN approach is a commitment to building collaborative capacity.

The Upper Feather/LA Watershed Framework Test Drive

- State Water Project end users in LA and Upper Feather River Watershed land and water stewards will meet each other.
- The group will develop a common understanding of how the entire watershed works from headwaters to engineered outflows in LA.
- Drawing on existing plans and strategies in the Upper Feather and LA, the group will identify opportunities to improve the health of the watershed.
- At the group's discretion and agreement, the group may collaborate on the pursuit of resources to support the shared priority opportunities.

Success will be determined by participants but we think it may including things like the following:

- Identification and implementation of large scale and potentially high value activities like restoring soil health across a watershed.
- Coordination and higher capacity to monitor and learn together at watershed scale to inform future actions.
- Stronger alignment on the outcomes we'd like to achieve together and greater flexibility to be nimble and experiment together on how we achieve those outcomes.
- Ongoing, perpetual, and cross-generational relationships that support faster action to meet the emergent demands of climate change and extreme conditions.

## **Q&A**

### **What if we decide this process is not benefiting our region?**

The Framework test drives are entirely voluntary and individuals organizations and entire regions may choose to withdraw at any time. The process only proceeds as long as a critical mass of organizations from each part of the watershed continue to find value in participating.

### **Why does this test drive exclude large parts of the watershed?**

We have narrowed this initial test drive to focus on the Upper Feather and LA, skipping over everything in between, because we know it can be challenging to forge meaningful and respectful relationships between rural and large urban communities. We want to start smaller and focus on getting that right before we add additional elements of the watershed until we have the entire watershed engaged.

### **How did you decide who to include in the Test Drive?**

We start with land and water stewards in each region who are either part of our existing network or connected to our network members. We ask those initial contacts who else we should have engaged. We will continue to ask that question as we build relationships across the regions. Please let us know if there are others you think should be involved.

### **How is this being funded?**

Our initial efforts are funded by a private philanthropist. The advantage of this type of funding is that we are under no contractual obligations to proceed if participants decide that this is not a helpful process. We expect that participants will contribute resources as the process evolves to support coordinated and collaborative activities. All funding will be transparent and we will avoid dynamics that could create conflicts of interest.

### **Who is the target audience?**







WSN believes in systems thinking and action. That means that everything and everyone in a watershed is the ultimate target audience. We also believe that everyone in a watershed is a land and water steward. We are starting with leaders and influencers in each region to keep the group a manageable size that supports relationship building. If we do it right, we will generate greater community engagement over time as we translate activities, like restoring soil health, to everyone in a watershed. With the larger coordination we should be able to help an individual land and water manager to understand their impact when coordinated with their neighbors and others across a watershed.

### **Haven't we tried this before? What makes the Watershed Framework different?**

The Watershed Framework is intentionally cross-sector and cross-jurisdictional and works to connect up entire watersheds in a way that has been elusive in most of the State. It is predicated on the idea that we need to move faster and at a larger scale to do the work necessary to survive and thrive in the face of the changes already occurring. The Framework is structured to build the trust and relationships that are necessary to support more flexible and nimble action that is coordinated across a watershed focused on making good things happen instead of being focused on preventing bad things from happening.



# California Department of Water Resources STATE WATER PROJECT

-  State Water Project reservoir
-  State Water Project aqueduct or pipeline
-  Joint-use reservoir or aqueduct
-  Powerplant
-  Pumping plant / station
-  Pumping-Generating plant



**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**  
**RESOLUTION AUTHORIZING PARTICIPATION IN THE UPPER FEATHER/LA**  
**WATERSHED FRAMEWORK TEST DRIVE**

**Resolution 2024-056**

**WHEREAS**, Upper Feather River communities are stewarding land and water resources that support much of the State; and,

**WHEREAS**, the health of the Watershed and the capacity of the Upper Watershed to steward the resources while also supporting thriving local communities may be enhanced by building a common understanding of the watershed with downstream users; and,

**WHEREAS**, coordination and collaboration across sectors may assist in reducing redundancies and expanding the impact of projects and funding locally and watershed-wide.


**NOW THEREFORE BE IT RESOLVED** that the Board of Supervisors, County of Sierra, State of California does hereby:

1. Agree to act as a co-convenor for the Upper Feather/LA Watershed Framework Test Drive by providing our logo and sending invitations to a Fall convening.
2. Designate **Supervisor Roen** to represent the County for the purposes of the Watershed Framework Test Drive.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 16<sup>th</sup> day of April, 2024, by the following vote:

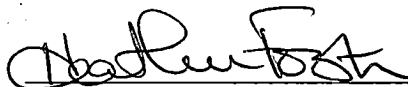
**AYES:** Supervisors Adams, Heuer, LeBlanc, Dryden, and Roen  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**COUNTY OF SIERRA**



\_\_\_\_\_  
PAUL ROEN, CHAIRMAN  
BOARD OF SUPERVISORS

**ATTEST:**



\_\_\_\_\_  
HEATHER FOSTER  
CLERK TO THE BOARD

**APPROVED AS TO FORM:**



\_\_\_\_\_  
RHETTA VANDER PLOEG  
COUNTY COUNSEL



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Debra Lucero, County Administrative Officer  
**MEETING DATE:** June 11, 2024  
**SUBJECT:** County Administrative Officer's Report

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**Recommendation:**

Respectfully request the Board of Supervisors to accept the County Administrative Officers Report.

**Background and Discussion:**

The County Administrative Officer updates the Board monthly on items that her office handles.

**Action:**

Respectfully request the Board of Supervisors to accept the County Administrative Officers Report.

**Fiscal Impact:**

No General Fund Impact, report only.

**Attachments:**

1. CAO 5 Report May 2024



# PLUMAS COUNTY

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## CALIFORNIA Administrative Officer



**TO:** Honorable Chair and Board Supervisors

**FROM:** Debra Lucero, CAO

**MEETING DATE:** June 11, 2024

**SUBJECT:** CAO Report 5/01/24 – 5/31/24

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### **BUDGET PROCESS UPDATE**

We have continued to prioritize internal financial controls, greater transparency and accountability in all areas of county financial affairs and to focus on serving the citizens of Plumas County more effectively and efficiently.

Part of this commitment is to move up the adoption of our Proposed 2024-25 Budget to June 30, 2024 with a final supplemental budget adopted by Oct. 2 and submitted to the State Controller's Office by the Auditor-Controller by Dec. 1 as required by law.

Earlier adoption forces some of the internal processes to happen on an earlier timeline and allows Plumas County's capital projects to happen during the good summer and fall weather months in the Sierra.

This budget assumes a 2% property tax growth rate and an overall 3.9% growth in General Fund revenues – particularly in taxes and assessments. Our overall growth rate is estimated to be about \$842,000. CHART A shows the audited and estimated fund balances from 2017 through 2023. At this point, we are still working on 2024 fund balances. To create a starting point for budgeting purposes, we take 11 months of the current fiscal year and estimate the 12<sup>th</sup> month as well as determine any outstanding revenues or expenditures to come up with fund balances. This takes careful collaboration with departments and the finance team (Auditor-Controller, Treasurer-Tax Collector and CAO) to understand any expected revenues as well as expenditures.

The Fund Balance classifications indicate the level of constraints placed on how resources can be spent and identify those constraints. Constraints are broken down into five different classifications as you can see in the CHART A and explained below:

**Unassigned:** Fund balance represents the portion of the County’s fund balance this is not restricted or committed to a specific purpose. It is available for any lawful purpose, including County operations, capital projects, or debt service.

**Committed:** Fund Balance represents the calculated value of the General Reserve (8% of last audited operating revenue) plus the calculated value of the Strategic Reserve (16% of last audited operating revenue) plus any amounts constrained for a specific purpose by the Board of Supervisors.

**Restricted:** Fund Balance are legally designated for specific purpose stipulated by an external party such as a grantor, a bond covenant, or a law.

**Nonspendable:** Fund represents a portion of the County’s fund balance that is legally/contractually required to be maintained intact (examples would be prepaid expenses, or inventories, advances to other funds).

**Assigned:** Fund represents a portion of the County’s fund balance this is designated by the Board of Supervisors for a specific purpose. Assigned funds are not legally restricted, they are earmarked for a specific use which can be redistricted at the direction of the Board of Supervisors.

#### CHART A

General Fund Balances			Audited Actual	Audited Actual	Audited Actual	Audited Actual	Audited Actual	Audited Actual
	Unaudited Estimate 2024	2023*	2022	2021	2020	2019	2018	2017
Unassigned		\$15,571,208.00	\$10,834,528.00	\$8,666,148.00	\$7,991,723.00	\$8,053,739.00	\$8,939,768.00	\$6,820,810.00
Committed		\$6,253,543.00	\$2,052,737.00	\$2,952,749.00	\$2,052,726.00	\$2,052,663.00	\$2,052,617.00	\$2,052,589.00
Restricted		\$1,499,337.00	\$2,524,477.00	\$1,839,975.00	\$1,939,355.00	\$2,003,547.00	\$2,014,085.00	\$1,314,465.00
Nonspendable		\$10,522.00	\$859,582.00	\$865,560.00	\$753,816.00	\$675,692.00	\$648,569.00	\$610,656.00
Assigned		\$199,841.00	\$4,114,939.00	\$3,138,002.00	\$1,269,982.00	\$1,213,586.00	\$1,207,857.00	\$873,054.00
<b>General Fund Total</b>		<b>\$23,534,451.00</b>	<b>\$20,386,263.00</b>	<b>\$17,462,434.00</b>	<b>\$14,007,602.00</b>	<b>\$13,999,227.00</b>	<b>\$14,862,896.00</b>	<b>\$11,671,574.00</b>
*2023 data is pending external audit								

In the coming 2024-25 Fiscal Year, we intend to turn our attention to increasing revenues through precise and attentive investment practices, minimizing penalties and fees associated with everyday business; and maximizing Transient Occupancy Tax (TOT) by achieving greater enforcement and identification of overnight stays in Plumas County. We will also look at all County leases and property to assure leases and taxes are being properly paid and are on time.

Additionally, we are looking toward eliminating unfilled allocated positions within the county that have remained vacant for at least one year. Eliminating these positions allows the County to balance its budget in a more prudent fashion and gives the County a more competitive edge in pay. Public safety positions remain a top priority, however, and will be preserved whenever possible.

The County of Plumas has run a 23% to 25% vacancy rate for the past several years. COVID, the Dixie Fire, and the Great Resignation (where Plumas County lost 19 Department Heads in a two-year period) have all contributed to this vacancy rate. So, too, does the lack of housing and the historically low rate of pay for various positions throughout the County.

To retain our employees, the Board of Supervisors has prioritized increasing pay across the board and boldly proposed a 10% increase for all employees except those who had already had salary levels recently adjusted (Sheriff's Department, Child Support, Public Works); and a 20% increase for Social Services which is severely behind other counties. The Board intends this to be done without using one-time monies. To achieve this goal, we are looking at all revenue sources to determine how we can best maximize these resources, eliminate costly mistakes, fines or fees, cut vacant positions of one year or more and catch up our financial audits to have more precise budgeting mechanisms.

Budgeting work often uncovers items that need to be fixed. An example is a recent discovery by the Auditor-Controller of our Debt Service and Capital Improvement Funds irregularities. The lease for the nearly \$1 million annual payment (lease and interest) for the Courthouse Annex comes out these funds but had not happened properly for the past three years. The last payment that was properly documented was in June 2021. The payment continued to be made but money was not transferred and documented. As a result, the Capital Improvement fund went into the negative by \$3.6 million and, on top of this, another \$1 million or so must be budgeted for 2024-25. This has put a serious \$4 million strain on the General Fund immediately. Situations like this is what caused us to reorganize the funds last year into "parent" and "children" classes to make sure ALL funds had a responsible party. In the instance cited above, the funds, in question, do not have a responsible party. We will be making a department responsible for proper transfer and moving forward, we'll be budgeting for this debt through 2033.

We have also done a tremendous amount of research on new job classifications and/or compensation studies for the following departments:

- Public Health
- Library
- Information Technology (IT)
- Building
- Risk Management/OES
- Planning
- Sheriff's Department
- County Fair
- Behavioral Health
- Environmental Health
- CAO
- Agriculture
- Human Resources
- Probation
- Public Works
- County Counsel
- Social Services

We will be working with departments to re-organize beginning in January 2025 for the 2025-26 Fiscal Year.

## GRANTS MANAGER

- Grant/program updates
  - Revitalized the Community Resilience Center Discussion for Indian Valley with DFC and partners
  - Kick-off meetings for two programs (BRIC and CDBG-ED)
  - Executed contract with SBTS for most recent grant
- Attended/Participated
  - Monthly Check-in's for Long Term Recovery RSF working Groups, Building Rural Economies, CDBG-ED, DSR,
  - DIGITAL EQUITY BEST PRACTICES CHECK LIST WORKSHOP WEBINARS with CETF
    - Received \$1000 for participation for Plumas County
    - Will be applying for \$20,000 TA grant
  - Monthly DFC meeting
  - CSAC Grants Initiative 2024 Webinar Series #2: Funding Essentials for County Supervisors and CAOs
  - Participated on Jury for Annual Architecture Foundation of San Francisco High School Design Competition
    - This had nearly 80 submissions from around the world to design a Community Resilience Center for Greenville
    - Will provide update when more information is available
  - OpenGov kick off
  - Bimonthly VOAD meeting
  - HOME Program procedural Webinar

## RISK MANAGEMENT

5/2-3 Trindel Board of Directors

5/9 – Fire Safe Board Meeting

5/9 – Fire Safe Council

5/13 – Plumas OES hosted a Hazmat drill

5/15 – ICS 400

5/16 – ICS 400

5/22 – Plumas County DSR meeting

5/23 – Recovery Meeting

5/28 – Special EMCC Meeting

5/29 – Trindel Audit

5/29 – VOAD Meeting

5/30 – PG&E EAP phone drill

## CAL-OES UPDATE

5/1 – Tri-HCC Meeting

5/2 – Access & Functional Needs Committee

5/9 – Fire Safe Board Meeting

5/9 – Fire Safe Council

5/11 – Children's Fair

5/13 – NWS Partner Meeting

5/13 – Plumas OES hosted a Hazmat drill

5/15 – ICS 400

5/16 – ICS 400

5/22 – Earthquake Warning Training

5/22 – Active Shooter drill update  
5/23 – Recovery Meeting  
5/28 – Special EMCC Meeting  
5/29 – Trindel Audit Interview  
5/29 – Balancing Leadership; time management and avoiding burnout  
5/29 – Engaging Faith-based and Community Organizations  
5/29 – VOAD Meeting  
5/30 – PG&E EAP phone drill  
5/30 – NWS Sacramento pre-season partner meeting

## **CLIFTON, LARSON & ALLEN (CLA UPDATE)**

### **Highlights for May:**

### **BUDGET-RELATED ACTIONS**

- Calculated salary estimates with various scenarios
- Calculated the cost estimates for additional positions requested for FY25.
- Brainstormed and documented FY25 beginning fund balance estimation methodology and reviewed the documented processes with Auditor-Controller for feedback.
- Prepared the preliminary FY24 activities to estimate FY24 ending fund balance and sent it to Auditor-Controller to review, modify, verify and approve.
- Reviewed personnel budget preparation with CAO, HR Director.
  - Cleaned up and prepared data from Pentamotion to create FY25 personnel budget.
  - Reviewed CalPERS actuarial valuation reports.
  - Researched health insurance premium information.

Monitored, edited and prepared action items as necessary per the budget preparation calendar.

### **Recurring Recommendations:**

- Set up each person within Treasury department responsible for banking / financial institution transactions, reconciliations, or review duties with their own appropriate login (no sharing logins).
- Setup read only access rights for Financial Institutions for the CAO & access rights for the Auditor Controller based on needs of job function.
- BOS obtain an inventory of all County bank accounts / financial institutions and review the account listing for completeness and accuracy of all accounts under the County's purview and inclusion for monitoring for proper internal controls, i.e. appropriate access levels assigned, access to statements, monitoring of account balances, proper segregation of duties, bank account reconciliations proper internal controls within the functions of Treasury, Auditor-Controller, and CAO offices.
- Utilization of investment software will expedite the process to get caught up on investment compliance reporting and ongoing management of investment reporting & recording of transactions. We recommend that the County explore its current service agreement with PFM. Enhancing services with the current provider may be another way to expedite the process of maintaining compliance with the County's investment reporting requirements. Additionally, although the calculation of interest apportionment was not in our scope, we recommend the County review the current interest apportionment process, and calculations derived by the County's internally developed tool for completeness and accuracy. Consider updating or replacing the legacy interest apportionment system in conjunction with investment software and process upgrades under consideration.



- CLA recommends that a fiscal officer or administrative assistant be hired or identified within the County to assist the CAO's office. Currently, the CAO's office does not have adequate staffing levels to assign the budget tasks performed by CLA's interim accounting team. Under direction of the CAO, this position would prepare, manage, and coordinate the details necessary for the development of the County's annual operating and capital budget; assist with forecasts of necessary funds including supplies, services and staffing; discuss and resolve budget issues with appropriate staff; coordinate preparation and publishing of the budget book with required schedules and targeted improvements; implement budget adjustments as necessary. This position, at the direction of the CAO, may assist with other tasks and initiatives such as, monitor and report on expenditures vs. budget across all departments regularly, facilitate fund administration across the County, provide CAO support to departments, Travel & Expense compliance, and process improvement.
- CLA recommends that an assistant controller or an accounting manager be hired for the existing open/allocated position within the Auditor Controller Department. Currently, the Auditor Controller office does not have adequate management staffing levels to perform regular general ledger accounting close tasks, such as reconciling cash transactions in Munis daily and monthly to bank balances, recording transactions timely, processing payables and receivables timely, and regularly closing the general ledger in Munis with balance sheet accounts reconciled. Under direction of the Auditor Controller, this new/open position can assist with staff management and training, maintenance of the Chart of Accounts, process improvement projects, and assist with creation of performance reporting for Auditor Controller / CAO / Board of Supervisors. This filled position can also assist with supporting the annual audit.

## **ENERGY ASSESSMENT FINANCE UPDATE**

Engie formally presented to the Board on March 19, 2024. The financing stage of the project began in April, having sent off our Financial Statements to potential funders. Additionally, we are exploring the Stampfli Road site for the solar portion of the project. This involves a flood study and CEQA determination. We have secured a financial institution and are now going through the lease documents which will come back before the board once they're all together.

## **OTHER CAO MEETINGS / ACTIVITIES**

1. 5/1 – OpenGov with Haley Gearen
2. 5/1 – OpenGov with Angelica Au
3. 5/2 – Human Resources/MRG weekly check-in
4. 5/2 – Salary Budget Meeting w/CLA
5. 5/2 – California Association of County Executives (CACE) bi-monthly meeting
6. 5/2-4 – Trindel Board Meeting in Sacramento
7. 5/6 – Human Resources meeting w/HR, Assessor's Office
8. 5/6 – Grant Manager Budget Meeting/BRE Community Coordinator discussion/Disaster Recovery Coord.
9. 5/6 – New Jail Tour
10. 5/7 – BOS Meeting – introduction of new Facility Services Director Nick Collins
11. 5/7 – Human Resources Exit Interview (VW)
12. 5/8 – Human Resources/MRG weekly check-in
13. 5/8-10 NACo Western Regional Conference (WIR – SEE BELOW)
14. 5/10 – OpenGov Workforce Plan/Position upload w/Haley Gearen
15. 5/13 – Human Resources/CAO meeting with outgoing Social Services Director Neal Caiazza

16. 5/13 – Trindel Zoom Meeting to appoint counsel
17. 5/13 – Engie Lender Meeting with KNN
18. 5/14 – Meeting with County Counsel
19. 5/15 – Budget meeting with CLA
20. 5/15 – CLA Weekly check-in meeting
21. 5/16 – Human Resources/MRG weekly check-in
22. 5/16 – Human Resources/on-site employee meeting
23. 5/17 – California Association of County Executives (CACE meeting)
24. 5/17 – Engie Finance Meeting with KNN
25. 5/17 – HR Working Lunch to get employment posters distributed
26. 5/17 – Meeting with Public Health Director
27. 5/17 – Water Education for Latino Leaders (WELL) meeting
28. 5/20 – Budget Meeting with CLA/Junko
29. 5/20 – Salary Discussions with CLA, MRG & LCW
30. 5/20 – Human Resources Meeting with employees
31. 5/21 – Budget Meeting with CLA/Junko
32. 5/22 – Budget Meeting with CLA/Junko
33. 5/22 – CLA Weekly check-in
34. 5/23 - Human Resources/MRG Weekly check-in
35. 5/23 – Budget Meeting with CLA/Junko
36. 5/23 – HR Training on Fraudulent Emails
37. 5/24 – Budget Meeting with CLA/Junko
38. 5/24 – OpenGov & Plumas Online Budget Book Meeting w/Haley Gearen
39. 5/24 – Fund Balance Discussion with Auditor/Controller, Craig Goodman, CLA
40. 5/28 – Budget Meeting with CLA/Junko & Tina
41. 5/28 – Human Resources/MRG Weekly check-in
42. 5/29 – Budget Meeting with CLA/Junko
43. 5/29 – CLA Weekly Check-in meeting
44. 5/30 – Human Resources/MRG weekly check-in
45. 5/30 – Budget Meeting with CLA/Junko
46. 5/30 – Engie Finance Meeting with KNN

#### **NACo WESTERN REGIONAL CONFERENCE – May 8-10, 2024**

The NACo Western Interstate Region (WIR) Conference brings together county officials from across the nation to focus on pressing issues facing Western counties and our residents. Each year the conference is hosted by a county within the fifteen Western states – Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming – and provides attendees with the opportunity to interact with federal, state and regional policymakers, participate in educational sessions and take home tools to address challenges.

#### **TRANSIENT OCCUPANCY TAX (TOT) REPORT**

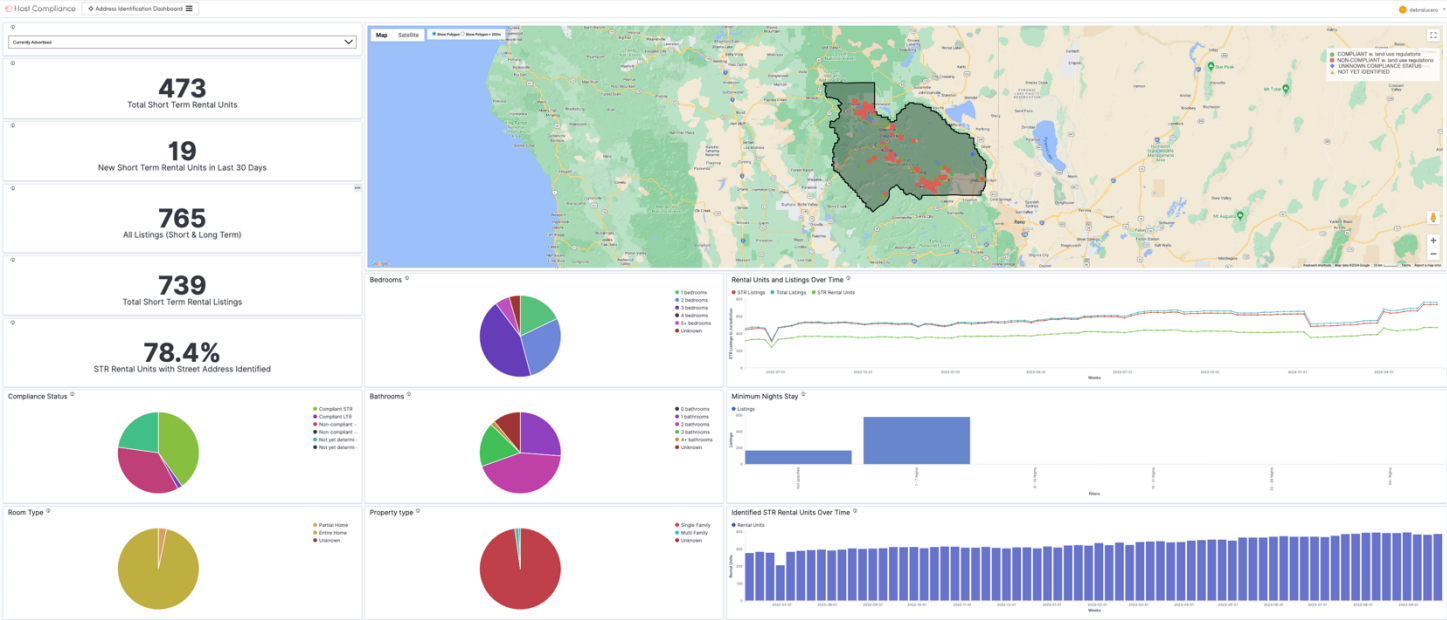
Although budget activity has taken the majority of the time this past month, we recognize the importance of getting our TOT-generating properties in compliance. We are contacting other counties to compare ordinances, compliance issues, etc., and working with the Feather River Tourism Association. The Treasurer-Tax Collector

also made comments at a Board meeting about working as a team to enhance TOT revenues, collections and compliance.

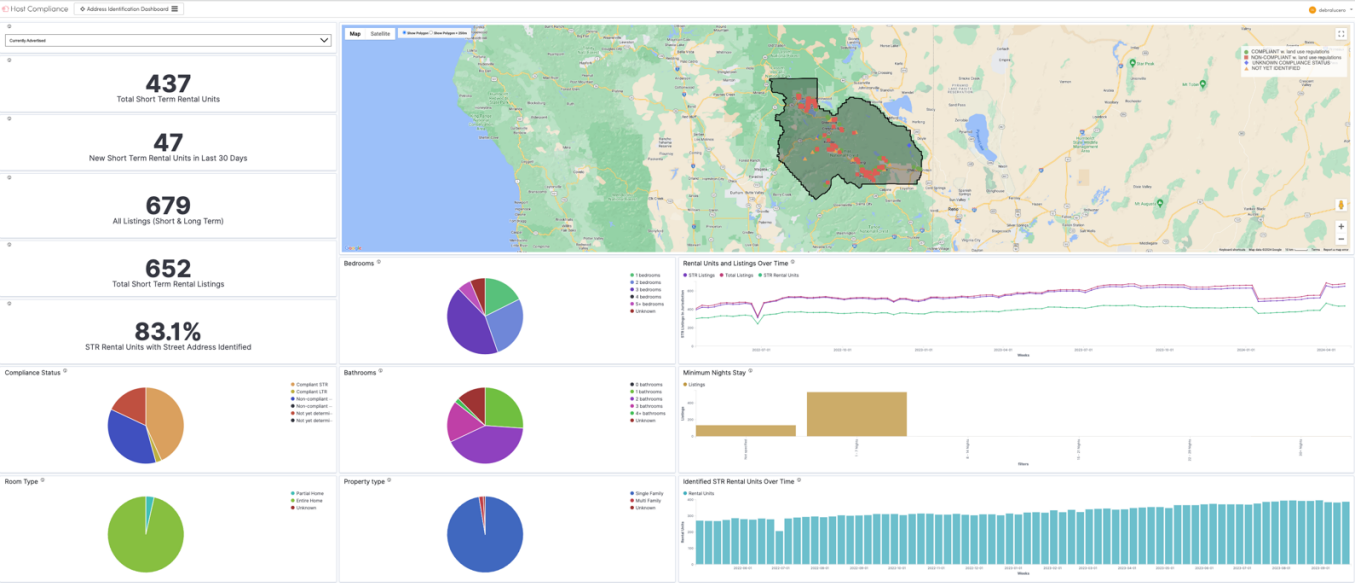
Granicus generated the following reports: (Also showing is May 2, 2024 so it can be compared to last month’s report and the current June 2, 2024 report).

Monthly status report	Monthly status report
Report for Plumas County, CA (Plumas County, CA) generated on June 2, 2024.	Report for Plumas County, CA (Plumas County, CA) generated on May 2, 2024.
473 Properties in or near Plumas County, CA	444 Properties in or near Plumas County, CA
371 Properties in or near Plumas County, CA with address identified	363 Properties in or near Plumas County, CA with address identified
194 Compliant Short Term Rentals	194 Compliant Short Term Rentals
170 Non-compliant properties	163 Non-compliant properties
109 Properties with unknown compliance	87 Properties with unknown compliance
211 Properties that have received letters since first mailing	211 Properties that have received letters since first mailing
108 Properties that have received letters and are now compliant	109 Properties that have received letters and are now compliant
103 Properties that have received letters but are still non-compliant	102 Properties that have received letters but are still non-compliant

JUNE 2, 2024



MAY 2, 2024





**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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

**FROM:** Allen Hiskey, Clerk of the Board

**MEETING DATE:** June 11, 2024

**SUBJECT:** Results of the Investigation of a Complaint by the CAO against the District Attorney, based on conclusions made by the investigator, the allegations did not support a prima facie case of violation of County policies and procedures. As such, the investigation is now concluded; further discussion.

---

**Recommendation:**

Results of the Investigation of a Complaint by the CAO against the District Attorney, based on conclusions made by the investigator, the allegations did not support a prima facie case of violation of County policies and procedures. As such, the investigation is now concluded; further discussion.

**Background and Discussion:**

Results of the Investigation of a Complaint by the CAO against the District Attorney, based on conclusions made by the investigator, the allegations did not support a prima facie case of violation of County policies and procedures. As such, the investigation is now concluded; further discussion.

**Action:**

Results of the Investigation of a Complaint by the CAO against the District Attorney, based on conclusions made by the investigator, the allegations did not support a prima facie case of violation of County policies and procedures. As such, the investigation is now concluded; further discussion.

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

None