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
AUGUST 6, 2024 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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

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

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS
Report, update, and discussion by the County, Dixie Fire Collaborative, and others

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. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Lassen County Public Health Department; effective April 1, 2024; not to exceed $12,260.00; (No General Fund Impact) (Ryan White Part C) approved as to form by County Counsel.
2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Lassen County Public Health Department, effective April 1, 2024, not to exceed $10,889.00; (No General Fund Impact) (Ryan White Part B) approved as to form by County Counsel.
3) Approve and authorize the Chair to sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY 24/25 from the Department of Veterans Affairs.
4) Approve and authorize Chair to ratify and sign two agreements between Plumas County Public Health Agency and Wenonah Beard, RN for the Ryan White Part B and Part C Programs; effective April 1, 2024; not to exceed Part B $6,064.00 and Part C $5,114.00; (No General Fund Impact) Ryan White Part B & Part C; approved as to form by County Counsel.
5) Approve and authorize Chair to sign amendment no. 1 to University agreement No. 007082 between Plumas County Public Health Agency and The Regents of the University of California to extend the term of the agreement from September 5, 2024, through September 4, 2025; (No General Fund Impact) (Ryan White Part C) approved as to form by County Counsel.

B. PROBATION

1) Approve and authorize Plumas County Probation to pay County of Tehama, a political subdivision of the State of California, a non-contract invoice in the amount of $1,500.00 for Board and Care of Plumas County Juveniles in June 2024; General Fund Impact, use of budget line item 2040053-530400.
2) Approve and authorize Chair to sign an agreement between Plumas County Probation and Redwood Toxicology Laboratory, Inc., a California Corporation; effective July 1, 2024; not to exceed $70,000.00; General Fund Impact up to $7,600.00 as approved in recommended FY24/25 budget (2040052-524803 & 524804) approved as to form by County Counsel.
3) Approve and authorize Chair to sign an agreement between Plumas County Probation and Sapience Practice, a Limited Lability Company; effective July 1, 2024; not to exceed $10,000.00; No General Fund Impact, services will be paid out of JJCPA, a State Juvenile Grant (2040252-521900) approved as to form by County Counsel.

C. SHERIFF'S OFFICE

1) Approve and authorize Chair to sign the first amendment to the Shelter Services Agreement between Plumas County Animal Shelter and The Regents of the University of California; (No General Fund Impact) approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and J&C Enterprises to provide striping and lettering at the new correctional facility; effective July 1, 2024; not to exceed $9,999.00; (No General Fund Impact) Grant Funded (20141 / 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 Mark A. Clementi, Ph.D., to provide and administer pre-employment testing to job applicants to the Sheriff's Office; effective May 1, 2024; not to exceed $9,999.00; (General Fund Impact) as approved in FY23/24 and FY24/25 recommended budgets (70330 / 521107); approved as to form by County Counsel.

D. PUBLIC WORKS/ROAD DEPARTMENT

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Cunningham Auto Group dba Susanville Ford CDJR for repairs made to Public Works heavy equipment fleet; not to exceed $20,000.00; No General Fund Impact; approved as to form by County Counsel.

E. CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in July 2024, as submitted.

F. COUNTY COUNSEL

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Linda Judge, Public Defender for LPS/Probate Conservatorships; effective July 1, 2024; not to exceed $2,000.00 per month or $24,000.00 per year; (General Fund Impact) as approved in (FY24/25) recommended budget (20320 / 525900); approved as to form by County Counsel.

G. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Roundhouse Council, a community-based non-profit organization providing language and cultural activities and education and resource support to Native American youth, families, and elderly in Plumas County effective July 1, 2024; not to exceed $95,000.00; (No General Fund Impact) Mental Health Services Act Funding, approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District to work in partnership to address the needs of students and their families by providing school-based mental health prevention and early intervention services. Effective July 1, 2024; not to exceed $251,932.00; (No General Fund Impact) Mental Health Service Act Funds provide for this program; approved as to form by County Counsel.

3) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Butte County Department of Behavioral Health to allow out of county clients to enroll in a licensed Driving Under the Influence Program, and for Plumas County to implement a contract with the DUI Program Provider that the County is currently utilizing. Effective date of execution. (No General Fund Impact) MOU is non-financial; approved as to form by County Counsel.

4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Butte County Department of Behavioral Health for hospital-based psychiatric inpatient services. Effective July 1, 2024 ; not to exceed $50,000.00; (No General Fund Impact) Federal and State funding; approved as to form by County Counsel.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

1) Consider Approval of a Supplemental Budget Request to Increase Special Department Expense (524400), Professional Services Expense (521900), and Utilities Expense (527800) Using Projected Fund Balance as of June 30, 2024 by a total of $50,500.00. Attached is a completed "Budget Transfer" form signed by the Department's fiscal officer and the County Auditor. Discussion and possible action. **(Four/Fifths Vote)**

C. ADJOURN AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

D. RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. AGRICULTURE WEIGHTS & MEASURES - Willo Vieira

1) Approve budget amendment to the ARPA Broadband budget to allocate $75,000 to the Office of the Agricultural Commissioner / Sealer of Weights and Measures for the fixed asset purchase of Crane and Modified Body; no General Fund impact; discussion and possible action. **Roll Call Vote**

2) Approve and authorize Chair to sign an agreement between Plumas County Agriculture Weights And Measures and Enoven Truck Body + Equipment for the fixed asset purchase of Crane and Modified Body; total not to exceed $74,301.73; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

B. LIBRARY - Dora Mitchell

1) Approve and authorize supplemental budget transfer(s) of $143,554.40 from FY23/24 Vehicle 541500 to FY 24/25 Vehicle 541500 to pay final invoice for Bookmobile vehicle purchase; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

2) Approve and authorize supplemental budget transfer(s) of $7,668.60 from Vehicle (20670/541500) to Office Supplies (20670/521800) in the amount of $69.13, Computer (20670/529500) in the amount of $3,999.47, and Professional Services (20670/521900) in the amount of $3,600, for the purchase of supplies and services for the bookmobile; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

3) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Sierra County to update invoice format; (No General Fund Impact) no cost to Plumas County; approved as to form by County Counsel; discussion and possible action.

4) Approve and authorize Library to recruit and fill one extra-help Greenville Branch Library Aide; (No General Fund Impact) (funds are already budgeted in Other Wages for FY24/25); discussion and possible action.

5) Approve and authorize Chair to sign a Lease Agreement between Shepard Kest Porter and Cheri Prior and the Plumas County Library Department for parking the Library Bookmobile at The Spot located at 136 Crescent Street, Greenville, CA on an as needed basis to conduct Library business; approved as to form by County Counsel, and approve the Grand Opening of the Plumas County Library Bookmobile at The Spot in Greenville on August 13, 2024; discussion and possible action.

C. PUBLIC WORKS/ROAD - Rob Thorman

1) **11:00 AM - PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California AMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE regarding various Plumas County Speed Zones; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

D. SHERIFF'S OFFICE - Todd Johns

1) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas calling for the placement of a 3/4% Special Tax Measure on the ballot of the November 5, 2024, election to adopt a transactions and use tax, and requesting that it be consolidated with the Statewide General Election to be held on November 5, 2024; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote.**

2) Approve and authorize the Federal Annual Equitable Sharing Agreement and Certification report to the U.S. Department of Justice and U.S. Department of the Treasury for the asset forfeiture fund and authorize prepare to submit electronically; discussion and possible action.

E. HUMAN RESOURCES - Debra Lucero

1) Adopt **RESOLUTION** suspending the Annual Salary Adjustment for the Board of Supervisors for the 2024-2025 Fiscal Year; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

2) Approve and authorize Human Resources Department to recruit and fill, funded and allocated, one (1.0) FTE Human Resources Payroll Specialist I/II due to retirement effective November 1, 2024; (General Fund Impact) as approved in FY24/25 recommended budget; discussion and possible action.

F. TREASURER-TAX COLLECTOR - Julie White

1) Approve and Authorize the Sierra Valley Groundwater Management District to withdraw District funds from the County Treasury Pool, approximately $251,000.00 and approve a mutually acceptable date of withdrawal of August 6, 2024; (No General Fund Impact) discussion and possible action.

G. SOLID WASTE - Rob Thorman

1) Consider Approval of a Supplemental Budget Request to increase Professional Services Expense (521900), Administration Expense (527900), and Transfer Out Expense (580000) using projected savings in a fixed asset account (548211) by a total of $56,000.00. Discussion and possible action. **(Four/Fifths Vote)**

H. SOCIAL SERVICES - Debbie Wingate

1) Approve and authorize Office of Public Guardian to recruit and fill, funded and allocated, vacant .50 FTE Deputy Public Guardian; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action.

I. PLANNING - Tracey Ferguson

1) Review and adopt Community Development Block Grant (CDBG) 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Guidelines; discussion and possible action.

J. COUNTY COUNSEL – Josh Brechtel

1) Approve and authorize Chair to sign a Lease agreement between The County of Plumas and The Plumas County Museum Association for the Lease of Lawry House located at 60 Bradley Street, Quincy, CA; effective August 6, 2024, and shall expire on August 5, 2044; approved as to form by County Counsel; discussion and possible action.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

B. Approve and authorize supplemental budget transfers for a total of $428,000 from fund balance of fund 0026 LATCF (one-time funds) to CAO Professional Services (2003052-521900) to cover allocated but, un-budgeted CLA costs; $49,312.15 is for FY23 and 378,687.85 is for FY24; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

C. Approve and authorize Chair to sign an agreement between Plumas County CAO Administration and Clifton Larson & Allen LLC; effective August 6, 2024; not to exceed $150,000; (General Fund Impact) as approved in (FY24/25) recommended budget (2003052 / 521900); approved as to form by County Counsel; discussion and possible action.

D. Approve and authorize supplemental budget transfer of $277,787.00 from Fund Balance to 2003052/521900 CAO Professional Services to correct the non-transfer of Fund Balance to CAO Professional Services on February 20, 2024, when the Board appropriated the OPENGOV contract; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

6. BOARD OF SUPERVISORS

A. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 10, 2024; discussion and possible action.

B. APPOINTMENTS

1) Appoint Courtney Schrammel and Melissa Smith for membership to a two-year term on the First 5 Plumas County Children & Families Commission; discussion and possible action.

C. CORRESPONDENCE

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public employee appointment or employment - Public Works Director

B. Personnel: Public Employee Performance Evaluation - Planning Director

C. Personnel: Public Employee Performance Evaluation - Risk Manager/OES (Board Only)

D. Personnel: Public Employee Employment - Interim County Counsel

E. Personnel: Public Employee Employment - Deputy County Counsel

F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourned meeting to Tuesday, August 13, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Lassen County Public Health Department; effective April 1, 2024; not to exceed $12,260.00; (No General Fund Impact)** (Ryan White 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 Lassen County Public Health Department, for the amount of $12,260.00 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 Lassen County Public Health Department; effective April 1, 2024; not to exceed $12,260.00; (No General Fund Impact) (Ryan White Part C) approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (RW Part C)

Attachments:

1. PARTC2425LCPH

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 the County of Lassen, through its Public Health Department, 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.

    b. Plumas County Public Health Agency will ~~also~~ review the HIV Care Connect (HCC) system compliance in which all ~~the~~ client's information and documentation is updated bi-weekly throughout the award period.

        1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.

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 Twelve Thousand Two Hundred Sixty Dollars ($12,260.00).

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 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 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 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 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:

Lassen County Public Health Department
1445 Paul Bunyan Road
Susanville, CA 96130
Attention: Nicole Madden

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 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.

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.

EXHIBIT	TITLE	PAGE
A	Scope of Work	10-11
B	Fee Schedule	12
B-1	Subcontractor Budget	13
Attachment 1	Business Associate Agreement	14-20
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	21
Attachment 3	Darfur Contracting Act	22
Attachment 4	Subcontractor Certification Clause	23
C	General Terms and Conditions	24-27
D(F)	Special Terms and Conditions with Attachments 1 & 2	28-54
E	Additional Provisions	55-56
G	Information Privacy and Security Requirements with Attachment 1	57-67

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

SUBCONTRACTOR:

Lassen County Public Health Department, a political subdivision of the State of California

By:_____
Barbara Longo
Director, Lassen County Health and Social Services
Date signed: 10-10-2024

By:_____
Richard Egan
County Administrative Officer
Date signed: 10-11-2024

APPROVED AS TO FORM:

_____
Lassen County Counsel
Date signed: 10-10-2024

COUNTY:

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

By:_____
Nicole Reinert,
Director, Public Health Agency
Date signed:

By:_____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By:_____
Allen Hiskey
Clerk of the Board
Date signed:

Approved as to form:

_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

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 client data as needed to EIS patient coordinator for required reports to HRSA.

B) Input data into HCC System:

   a. Bi-weekly deadline for submitting all necessary data.

   b. March 15th deadline for reporting purposes submitted by March 15th.

C) Provide quarterly Outreach and Testing report.

D) Bi-annual attendance at MCHAC meetings and report on program.

E) 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 Subcontractor's Budget.

   a. Final invoices for Quarter 4 submitted by April 15th.

HIV Early Intervention Services (EIS) Patient Coordinator Job Description

Job Summary: This subcontracted position reports to the EIS CQI/Program Coordinator and Project Director and is responsible for intake, service plan development, coordination of HIV clinical services, and advocacy related to the PCPHA Early Intervention Services (EIS) Program.

Job Duties and Responsibilities:

- Counsels and assists the EIS client and significant others about HIV progression, management and transmission, adherence to medication regimens, community resources and benefits.
- Coordinates with EIS team the development of a written service plan for each EIP client.
- Oversees the EIS client's service plan schedule, assisting him/her to follow the recommendations (e.g., referrals, tests, nutritional counseling, substance abuse counseling, special-appointments, etc.).
- Coordinates and facilitates a client case conference to assess the EIS client's progress, quality of care given, and the ongoing need and eligibility for EIS services; uses case conference information to update the service plan.

- Investigates and resolves problems in direct EIS client services and ensures compliance with regulations and standards.
- Works closely with the CQI/Program Coordinator to ensure comprehensive program delivery and quality patient care. Assists in the development of goals and objectives for the quality assurance program.
- Coordinates EIS multidisciplinary team meetings and works with all EIS staff to analyze, monitor and ensure high levels of quality performance and productivity.
- Assures confidentiality of medical records and other client information.
- Attends required meetings and participates in committees as necessary.
- Participates in professional development activities to keep current with healthcare trends and practices in HIV clinical services management.
- Gathers data and reports monthly and annually for statistical and planning purposes.
- Ensures the coordination of community awareness activities on behalf of EIS Clinical Services.
- Performs related work as required. Attends required meetings and participates in committees as necessary.

Knowledge and Abilities:

- Knowledge of current developments in the field of HIV primary care and community HIV care resources.
- Knowledge of the scope of practice for RNs, PHNs, LCSWs or MFTs.
- Knowledge of universal precautions.
- Minimum of 3 years experience in primary care or case management services with HIV/AIDS clients.
- Management or charge nurse education and experience preferred.
- Computer experience preferred.
- Completion of an Accredited California State Approved RN or LCSW program. License current and in good standing.
- Current CPR certification.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

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

1. Invoice(s) Shall.
    a. Include backup documentation to support the invoice,
    b. Bear the Subcontractor's name and Agreement Number exactly as shown on the Agreement.
    c. Identify the expense, billing and/or performance period covered on invoice.
    d. Invoice(s) must be signed by authorized personnel.
2. Invoice(s) Schedule:

Invoice	Invoice Period	Due Date
First Quarter	April 1st – June 30th	July15th
Second Quarter	July 1st – September 30th	August 15th
Third Quarter	August 1st – December 31st	January 15th
Fourth Quarter	January 1st – March 31st	April 15th

3. Any invoice submitted after the fiscal year closes on March 30th 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 Twelve Thousand Two Hundred Sixty Dollars ($12,260.00).

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 3rd 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	Lassen County Public Health
Contract Year	April 1, 2024 - March 31, 2025

	Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
Personnel								
Ronda Gillis, R.N.	Patient Coordination	Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Services	68,254	0.039	FTE	2,681
Ronda Gillis, R.N.	SA assessments	Med Case Mgt, Substance Abuse Svcs & Test Kits	CMS	Substance Abuse Services Outpatient	68,254	0.015	FTE	1,024
Ronda Gillis, R.N.	high risk outreach & testing	Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Services	68,254	0.040	FTE	2,730
								-
Total Personnel								6,415
Fringe Benefits								
Ronda Gillis, R.N.	Patient Coordination	Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Services	2,681	0.340	Fringe Rte	905
Ronda Gillis, R.N.	SA assessments	Med Case Mgt, Substance Abuse Svcs & Test Kits	CMS	Substance Abuse Services Outpatient	1,024	0.340	Fringe Rte	345
Ronda Gillis, R.N.	high risk outreach & testing	Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Services	2,730	0.340	Fringe Rte	928
					-			-
Total Fringe Benefits								2,181
Travel								
Travel & Continuing Education		Patient Coord/MCM	CMS	Outpatient / Ambulatory Health Services	1,300	1.000	Unit Cost	1,300
								-
Total Travel								1,300
Other								
HIV test kits & Confirmatory testing		Med Case Mgt, Substance Abuse Svcs & Test Kits	CMS	Substance Abuse Services Outpatient	1,401	1.000	Unit Cost	1,401
								-
Total Other								1,401
Indirect		Subcontractors indirect costs	Admin Exp	Grantee Administration	6,415	0.150		963
Total Subcontract								12,260

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 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 is 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 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 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 Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

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

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

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

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

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

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

meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. **Termination**

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

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

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or Consultants still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

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

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

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: N Reinert

Date: 5/28/24

BUSINESS ASSOCIATE
Lassen County Public Health Department, a political subdivision of the State of California

Name: Barbara Longo

Title: Director, Lassen County Health and Social Services

Signature: Barbara Longo

Date: 6/10/2024

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.

Employee name (print)	Employee Signature	Date
Supervisor name (print)	Supervisor Signature	Date
Name of Employer		

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. NA (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 Lassen	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Richard Egan, County Administrative Officer	
Date Executed	*Executed in the County and State of*
12-11-2024	Lassen, 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
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Richard Egan, County Administrative Officer	
Date Executed	Executed in the County of
6-11-2024	Lassen

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

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.

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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. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

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

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

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

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

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

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

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

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

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

18. Human Subjects Use Requirements

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

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

19. Novation Requirements

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

20. Debarment and Suspension Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Smoke-Free Workplace Certification

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

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

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

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

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

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

23. Payment Withholds

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

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

24. Performance Evaluation

(Not applicable to grant agreements.)

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

25. Officials Not to Benefit

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

26. Four-Digit Date Compliance

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

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

27. Prohibited Use of State Funds for Software

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

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

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

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

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

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

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

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

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

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

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

30. Union Organizing

(Applicable only to grant agreements.)

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

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

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

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

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

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

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

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

c. Specific allowable fringe benefits include:

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

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

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

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

f. Earned/Accrued Compensation

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

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

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

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

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

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

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

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

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

32. Suspension or Stop Work Notification

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

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

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

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

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

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

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

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

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

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

33. Public Communications

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

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

34. Compliance with Statutes and Regulations

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

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

35. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

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

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

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

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

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

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

b. Prohibition

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

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

County of Lassen Name of Contractor	Richard Egan Printed Name of Person Signing for Contractor
 Contract / Grant Number	 Signature of Person Signing for Contractor
12-11-2024 Date	County Administrative Officer Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:

Federal Use Only

Authorized for Local Reproduction
Standard Form-LLL (Rev. 7-97)

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 appropriateclassification 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 itis, 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 organizationallevel 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

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.

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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 wher CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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(For Non-HIPAA/HITECH Act Contracts)

XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

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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.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov 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: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and EnforcementCDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

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
(For Non-HIPAA/HITECH Act Contracts)

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.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

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.

Exhibit G
Information Privacy and Security Requirements
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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.

Exhibit G
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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

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Lassen County Public Health Department, effective April 1, 2024, not to exceed $10,889.00; (No General Fund Impact)** (Ryan White Part B) **approved as to form by County Counsel.**

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to ratify and sign a contract with the Lassen County Health Department.

Background and Discussion:

Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs for Plumas, Sierra, Lassen, Modoc, and Siskiyou Counties. The Public Health Agency will continue to serve our five-county region for the Ryan White Programs.
Ryan White Part B funds plan, develop, and deliver comprehensive outpatient and support services for people with HIV/AIDS and their families within the (5) five county regions of Modoc, Lassen, Plumas, Siskiyou, and Sierra counties. The program is designed to provide direct medical and psychosocial care, support services such as food, housing, and utilities, and case management services. The goal of the program is to prolong the health and productivity of those living with HIV/AIDS and reduce or avoid future HIV/AIDS healthcare costs.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Lassen County Public Health Department, effective April 1, 2024, not to exceed $10,889.00; (No General Fund Impact) (Ryan White Part B) approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (Ryan White Part B)

Attachments:

1. PARTB2425LCPH

Award Information

The funding for this award is administered by the Office of AIDS provided in compliance with Part B of the Ryan White HIV/AIDS Treatment Act of 2006.

1. X07 Grant Agreement Number: 23-10974
2. CFDA Number and Name: 93.917, PARTB
3. Service Category: Medical Case Management, Non-medical Case Management

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 the County of Lassen, through its Public Health Department, 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.

    b. Plumas County Public Health Agency will ~~also~~ review the HIV Care Connect (HCC) system compliance in which all ~~the~~ client's information and documentation is updated bi-weekly throughout the award period.

        1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.

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 Ten Thousand Eight Hundred Eighty-Nine Dollars ($10,889.00).

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 Contractor 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 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 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. Contractor represents and warrants that Contractor is engaged in a profession described by California Labor Code section 2783 as a physician. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

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 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:

Lassen County Public Health Department
1445 Paul Bunyan Road
Susanville, CA 96130
Attention: Nicole Madden

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 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.

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.

EXHIBIT	TITLE	PAGE
A	Scope of Work	10-12
B	Fee Schedule	13
B-1	Subcontractor Budget	14
Attachment 1	Business Associate Agreement	15-21
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	22
Attachment 3	Darfur Contracting Act	23
Attachment 4	Subcontractor Certification Clause	24-28
C	Standard Grant Conditions	29-32
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E	Information and Security Requirements w/Attachment 1	37-46
F	Federal Terms and Conditions w/Attachments 1 & 2	47-59

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

SUBCONTRACTOR:

Lassen County Public Health Department, a political subdivision of the State of California

By:_____
Barbara Longo
Director, Lassen County Health and Social Services
Date signed:

By:_____
Richard Egan
County Administrative Officer
Date signed:

APPROVED AS TO FORM:

_____
Lassen County Counsel
Date signed: 7/2/24

COUNTY:

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

By:_____
Nicole Reinert,
Director, Public Health Agency
Date signed:

By:_____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By:_____
Allen Hiskey
Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Ryan White Required Services: The Subcontractor will provide medical case management services to persons with HIV in Lassen County as follows:

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

b. Non-Medical Case Management Services: Provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. May also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local healthcare and supportive services, or health insurance Marketplace plans. Face-to-face, phone contact, and any other forms of communication deemed appropriate to execute quality care. Initial and re-occurring assessments of service needs. Development of a comprehensive, individualized care plan. Continuous client monitoring to assess the efficacy of the care plan. Re-evaluation of the care plan at least every 6 months with adaptations as necessary.

c. Provide one face-to-face visit with each client at least every ninety (90) days, ensure that CARE Act funds allocated to Lassen County clients are payer of last resort.

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

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

f. Provide case findings and outreach efforts to at risk populations in Lassen County.

g. Participate in clinical quality improvement related to support and care services in Lassen County.

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

i. Attendance at bi-annual MCHAC meetings and report on program, and participation on MCHAC committees, as needed.

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

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. Data input of activities and services in HCC System on at least a bi-weekly basis.
b. Provide Quarterly Client Report Form.
c. Provide Quarterly Progress and RDR Provider Data Report, as required by the State Office of AIDS

HIV Partner Services Policy
Policy: HIV Partner Services will be offered to clients in accordance with Management Memorandum #15-06. CDPH Letterhead (ca.gov)

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

Procedure: Any client who has high risk factors for transmitting HIV should be offered Partner Services. This includes client who:

1. Acute or recent HIV infection (infection acquired within the last 6 months);
2. Any new diagnosis of HIV infection, regardless of duration of infection;
3. Uncontrolled HIV viral load;
4. Concurrent syphilis or gonorrhea diagnosis

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

1. Discuss with the client HIV transmission risk factors and counsel on risk reduction strategies.
2. Discuss the need for this individual to notify his or her sexual or needle-sharing partners about their possible exposure to HIV or another STD and offer partner services as a means of assisting the individual with such notifications.
3. If the client agrees to participate in partner services, interview them about partners they had within a defined time period. Try to assemble enough information about each partner to ensure that they can be located and notified of their exposure.
4. Attempt to locate partners named in the interview and notify them of their exposure and need for testing. Notification can be made by the service provider or the client. If the client chooses to contact their partner(s), the service provider should be directly involved in the construction of options and the provision of tools and resources to maximize notification.
5. Counsel each partner about their exposure to infection and provide or refer them to testing, medical care, and other prevention
6. Follow up with both the client and each partner to ensure they have accessed medical care.

The following principles should be followed when providing partner services:

- Client-centered. All steps of the partner services process should be tailored to the behaviors, circumstances, and specific needs of each client.
- Confidential. Confidentiality should be maintained and is essential to the success of partner services. Confidentiality also applies to data collected as part of the partner services process. When notifying partners of exposure, the identity of the index patient must never be revealed, and no information about partners should be conveyed back to the index patient.
- Voluntary and non-coercive. Participating in partner services should be voluntary for both infected persons and their partners; they should not be coerced into participation.
- Free. Partner services should be free of charge for infected persons and their partners.
- Accessible and available to all. Partner services should be accessible and available to all infected persons regardless of where they are tested or receive a diagnosis and whether they are tested confidentially or anonymously. Because of the chronic nature of HIV infection, partner services for IIIV should not be a one- time event. They should be offered as soon as HIV-infected persons learn their serostatus and should be available throughout their counseling and treatment. HIV-infected persons should have the ability to access partner services whenever needed.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the 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 name and Agreement Number.

    c. Identify the billing and/or performance period covered on the invoice.

    d. Itemize costs; include backup documentation to support the invoice.

2. Invoice(s) Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	April 1st – June 30th	July 15th
Second Quarter	July 1st – September 30th	October 15th
Third Quarter	October 1st – December 31st	January 15th
Fourth Quarter	January 1st – March 31st	April 15th

3. Any invoice submitted after the fiscal year closes on March 30th 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 Ten Thousand Eight Hundred Eighty-Nine Dollars ($10,889.00).

EXHIBIT B-1

Budget

There is a requirement to have a 98% expenditure for the total budget by the end of the fiscal contract year. If the subrecipient is not on track to have this not in progress to meet this requirement met by the beginning of the 3rd quarter, the program director will coordinate a meeting with the subrecipient to discuss the spend down plan for the remainder of the fiscal year. If the recipient and subrecipient are not able to come up with a plan for the subrecipient 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-B					
Contractor	Lassen County Public Health					
Begin	4/1/2024					
Contract Year End:	3/31/2025					
	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
Personnel						
Ronda Gillis, R.N	Core Services	Medical Case Mgt Svcs	68,254	0.055	FTE	3,754
Ronda Gillis, R.N	Support Services	Case Management	68,254	0.055	FTE	3,754
						-
						-
						-
Total Personnel						7,508
Fringe Benefits						
Ronda Gillis, R.N	Core Services	Medical Case Mgt Svcs	3,754	0.340	Fringe Rte	1,276
Ronda Gillis, R.N	Support Services	Case Management	3,754	0.340	Fringe Rte	1,277
			-			-
			-			-
			-			-
Total Fringe Benefits						2,553
Travel						
Travel	Core Services	Medical Case Mgt Svcs	296	1.000	Unit Cost	296
						-
						-
						-
						-
Total Travel						296
Indirect	Administration	Client Service Administration	7,508	0.071	Indirect	532
Contract Total						10,889

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 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 is 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 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 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 Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

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

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

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

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

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

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

meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. **Termination**

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

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

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or Consultants still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

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

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

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: nReinert

Date: 5/3/24

BUSINESS ASSOCIATE
Lassen County Public Health Department, a political subdivision of the State of California

Name: Barbara Longo

Title: Director, Lassen County Health and Social Services

Signature: [signature]

Date: 7-3-2024

Approved as to Form
JUL 1 2024
Lassen County Counsel

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.

Employee name (print)	Employee Signature	Date
Supervisor name (print)	Supervisor Signature	Date
Name of Employer		

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. RC 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 Lassen	
By (Authorized Signature)	
RC	
Printed Name and Title of Person Signing	
Richard Egan, County Administrative Officer	
Date Executed	*Executed in the County and State of*
7-5-24	Lassen, 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

By (Authorized Signature)

MN

Printed Name and Title of Person Signing

Richard Egan, County Administrative Officer

Date Executed	Executed in the County of
7/5/24	Lassen

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

EXHIBIT C

STANDARD GRANT CONDITIONS

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

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, 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 this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee 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 project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. **RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. **VENUE: (This provision does not apply to Local Governmental Entities)**

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. **STATE-FUNDED RESEARCH GRANTS:**

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit D
Additional Provisions

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit D
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

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

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee 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 Grantee'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 Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee'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 Grantee 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 Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit D
Additional Provisions

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's 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 Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. **Executive Order N-6-22 - Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: Ukraine-Russia (ca.gov).

If this Agreement is valued at $5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this 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/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this Agreement.

Exhibit E
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (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 (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 E
Information Privacy and Security Requirements

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

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Information Privacy and Security Requirements

specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

/III. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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Information Privacy and Security Requirements

XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;

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;

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;

4. a description of the probable and proximate causes of the breach or security incident; and

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Information Privacy and Security Requirements

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov 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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Information Privacy and Security Requirements

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Information Privacy and Security Requirements

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

A. ***Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.

B. ***Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.

C. ***Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. ***Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).

B. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

C. ***Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

D. ***Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.

E. ***Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of

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Information Privacy and Security Requirements

publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

F. ***User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

G. ***CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

H. ***System Inactivity Timeout.*** Contractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.

I. ***Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. ***System Logging.*** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. ***Intrusion Detection***. All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

A. ***System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall

Exhibit E
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conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. ***Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. ***Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. ***CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

A. ***Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. ***Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.

C. ***Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.

D. ***Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

E. ***Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

County of Plumas
23-10974

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

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

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirments
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

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

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

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

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

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

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee 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 Grantee 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 Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee'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 Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, 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 Grantee 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 Grantee'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 Grantee 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 Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee'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 Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

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

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

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

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

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

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

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

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

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

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

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

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant 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 Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants 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 grant, 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 grant or any extension or amendment of that 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 grant or subgrant exceeding $100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

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

b. Prohibition

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

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Human Subjects Use Requirements

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

By signing this Agreement, Grantee 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.

8. Audit and Record Retention

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

a. The Grantee 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 Grantee'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. Grantee agrees that CDPH, 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. Grantee 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 Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Grantee 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.

f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electoronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

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 subGrantees, 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 falls 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.

	Richard Egan
Name of Grantee	Printed Name of Person Signing for Grantee
Contract / Grant Number	Signature of Person Signing for Grantee
7/5/24	County Administrative Officer
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Office of AIDS
P.O. Box 997377, MS 7700
Sacramento, CA 95899

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year ____ quarter ____ date of last report ____.

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency	7. Federal Program Name/Description:
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when 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. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: Title: Telephone No.: Date:
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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 follow-up 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.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize the Chair to sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY 24/25 from the Department of Veterans Affairs.**

Recommendation:
The Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign the annual Certificates of Compliance for the County Veterans Subvention Program and the Medi-Cal Cost Avoidance Program for FY 24/25 from the California Department of Veterans Affairs.

Background and Discussion:
The State of California, through the California Department of Veterans Affairs (CDVA), provides funds for the Plumas County Veterans Services Office budget. The California Military and Veterans Code, Sections 972.1 and 972.2 outline how these funds will be distributed.

Subvention funding is a constant fund for all participating counties on a pro rata basis. This allocation is based on the overall State Workload of all County Veterans Services Offices.

Medi-Cal Cost Avoidance funding is distributed to all participating counties on a pro rata basis using a formula based on the number of claims processed as a direct result of referrals from the Department of Social Services.

These Certificate of Complaince are an annual requirement by the CDVA to receive this funding.

Action:

Approve and authorize the Chair to sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY 24/25 from the Department of Veterans Affairs.

Fiscal Impact:

As the Veterans Services Department (20640) is a General Fund Department, this revenue helps offset the burden on the General Fund.

Attachments:
1. Subv_Certificate_of_Compliance_fy_2024-25
2. Medi-Cal_Certificate_of_Compliance_fy_2024-25

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626

Annual Subvention Certificate of Compliance
Fiscal Year 2024/2025

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that PLUMAS County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County Departments. Additionally, I certify that all College Fee Waiver Approval and Denial letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

I certify that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

_____ _____

Chair, County Board of Supervisors (or other County Official authorized by the Board to act on their behalf)

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

Rev (05/24)

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626

Annual Medi-Cal Cost Avoidance Certificate of Compliance
Fiscal Year 2024/2025

I certify that PLUMAS County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.

2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.

3. This agreement is binding only if federal funds are available to CalVet from the DHCS.

4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

_____ _____
Chair, County Board of Supervisors Date
(or other County Official authorized
by the Board to act on their behalf)

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

Rev (05/24)

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign two agreements between Plumas County Public Health Agency and Wenonah Beard, RN for the Ryan White Part B and Part C Programs; effective April 1, 2024; not to exceed Part B $6,064.00 and Part C $5,114.00; (No General Fund Impact)** Ryan White Part B & Part C**; approved as to form by County Counsel.**

Recommendation:
The Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to ratify and sign contracts with Wenonah Beard, RN for both Ryan White Part B and Part C.

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

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

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 Wenonah Beard, RN for the Ryan White Part B and Part C Programs; effective April 1, 2024; not to exceed Part B $6,064.00 and Part C $5,114.00; (No General Fund Impact) (Ryan White Part B & Part C); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (Ryan White Part B & Part C)

Attachments:
1. PARTB2425BEARD
2. PARTC2425BEARD

Award Information

The funding for this award is administered by the Office of AIDS provided in compliance with Part B of the Ryan White HIV/AIDS Treatment Act of 2006.

1. X07 Grant Agreement Number: 18-10881

2. CFDA Number and Name: 93.917, PARTB

3. Service Category: Medical Case Management

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 Wenonah Beard, RN an individual, (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 visits to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will be notified in advance and will be provided with a list of items to be submitted before or during the site-visit.

        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.

    b. Plumas County Public Health Agency will review the HIV Care Connect (HCC) system compliance in which all client's information and documentation is updated bi-weekly throughout the award period.

        1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.

_____COUNTY INITIALS
_____SUBCONTRACTORS INITIALS

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 Six Thousand Sixty-four Dollars ($6,064.00).

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 the 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

_____COUNTY INITIALS
_____SUBCONTRACTORS INITIALS

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 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 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. 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.

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.

_____COUNTY INITIALS
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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 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:

Wenonah Beard, RN
730 Hillside Dr.
Weed, CA 96094

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 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.

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.

EXHIBIT	TITLE	PAGE
A	Scope of Work	10-12
B	Fee Schedule	13
B-1	Subcontractor Budget	14
Attachment 1	Business Associate Agreement	15-21
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	22
Attachment 3	Darfur Contracting Act	23
Attachment 4	Subcontractor Certification Clause	24-28
C	Standard Grant Conditions	29-32
D	Additional Provisions	33-36
E	Information and Security Requirements w/Attachment 1	37-46
F	Federal Terms and Conditions w/Attachments 1 & 2	47-59

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

SUBCONTRACTOR:

Wenonah Beard, RN, an individual

By: Wenonah Beard, RN
Wenonah Beard, RN
Date signed: 7/24/24

COUNTY:

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

By: N Reinert
Nicole Reinert,
Director, Public Health Agency
Date signed:

By: _____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

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EXHIBIT A

Scope of Work

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

a. Medical case management services. Provides a range a client-centered services that link clients with health care, psychosocial, and other services; provides coordination and follow-up of medical treatments; ensures timely and coordinated access to medically appropriate levels of health and support services and continuity of care through ongoing assessment of the client's and other key family members' needs and personal support systems; includes the provision of treatment adherence counseling to ensure readiness for and adherence to complex HIV/AIDS treatments, regular assessment of service needs, development of a comprehensive service plan, coordination of services required to implement plan, regular client follow-up to assess efficacy of plan, and periodic evaluation and revision of plan; includes regular face-to-face client contact, as well as follow-up telephone and written contact.
b. Provide one face-to-face visit with each client at least every ninety (90) days, and ensure that CARE Act funds allocated to Siskiyou County clients are payers of last resort.
c. Maintain client charts including appropriate updates of chart forms and notes and obtain copies of all pertinent medical records and notes from the primary care provider.
d. Ensure that client grievance procedures are in place and that clients receive a written copy of this procedure every year.
e. Provide case findings and outreach efforts to at-risk populations in Siskiyou County.
f. Participate in clinical quality improvement related to support and care services in Siskiyou County.
g. Ensure that medical care and supportive care are at a minimum, consistent with Public Health Service guidelines.
h. Attendance at bi-annual MCHAC meetings and report on program, and participation on MCHAC committees, as needed.
i. Will offer partner services either directly or by referral to each HIV + individual. (See HIV Partner Services Policy).

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

a. Data input of activities and services in the HCC System on at least a bi-weekly basis.
b. Provide Quarterly Client Report Form.
c. Provide Quarterly Progress and RDR Provider Data Report, as required by the State Office of AIDS

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

Purpose: HIV Partner Services is recognized by the Centers for Disease Control as a valuable intervention to support early identification of HIV and offers opportunities to identify individuals

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who have fallen out of medical care and link them to care. HIV Partner Services (PS) is a free, confidential service, supporting persons living with HIV in navigating disclosure of their HIV status to past, present or future partners. It includes confidential counseling and a comprehensive discussion with the HIV-positive individual about the options for partner notification and provides assistance in notifying sexual and/or needle-sharing partners of possible exposure to HIV.

Procedure: Any client who has high risk factors for transmitting HIV should be offered Partner Services. This includes clients who:

1. Acute or recent HIV infection (infection acquired within the last 6 months);
2. Any new diagnosis of HIV infection, regardless of duration of infection;
3. Uncontrolled HIV viral load;
4. Concurrent syphilis or gonorrhea diagnosis

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

1. Discuss with the client HIV transmission risk factors and counsel on risk reduction strategies.
2. Discuss the need for this individual to notify his or her sexual or needle-sharing partners about their possible exposure to HIV or another STD and offer partner services as a means of assisting the individual with such notifications.
3. If the client agrees to participate in partner services, interview them about partners they had within a defined time period. Try to assemble enough information about each partner to ensure that they can be located and notified of their exposure.
4. Attempt to locate partners named in the interview and notify them of their exposure and need for testing. Notification can be made by the service provider or the client. If the client chooses to contact their partner(s), the service provider should be directly involved in the construction of options and the provision of tools and resources to maximize notification.
5. Counsel each partner about their exposure to infection and provide or refer them to testing, medical care, and other prevention
6. Follow-up with both the client and each partner to ensure they have accessed medical care.

The following principles should be followed when providing partner services:

- Client centered. All steps of the partner services process should be tailored to the behaviors, circumstances, and specific needs of each client.
- Confidential. Confidentiality should be maintained and is essential to the success of partner services. Confidentiality also applies to data collected as part of the partner services process. When notifying partners of exposure, the identity of the index patient must never be revealed, and no information about partners should be conveyed back to the index patient.
- Voluntary and non-coercive. Participating in partner services should be voluntary for both infected persons and their partners; they should not be coerced into participation.
- Free. Partner services should be free of charge for infected persons and their partners.
- Accessible and available to all. Partner services should be accessible and available to all infected persons regardless of where they are tested or receive a diagnosis and whether

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

EXHIBIT B

Fee Schedule

Invoicing and Payment:

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the 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 name and Agreement Number.

    c. Identify the billing and/or performance period covered on the invoice.

    d. Itemize costs; include backup documentation to support the invoice.

2. Invoice(s) Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	April 1st – June 30th	July 15th
Second Quarter	July 1st – September 30th	October 15th
Third Quarter	October 1st – December 31st	January 15th
Fourth Quarter	January 1st – March 31st	April 15th

3. Any invoice submitted after the fiscal year closes on April 15th 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 Six Thousand Sixty-four Dollars ($6,064.00).

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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 fiscal contract year. If the subrecipient is not on track to have this not in progress to meet this requirement met by the beginning of the 3rd quarter, the program director will coordinate a meeting with the subrecipient to discuss the spend down plan for the remainder of the fiscal year. If the recipient and subrecipient are not able to come up with a plan for the subrecipient 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-B					
Contractor	Wenonah Beard					
Begin	4/1/2024					
Contract Year End:	3/31/2025					
Days In Year Elapsed						
	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
Personnel						
Wenonah Beard, R.N.	Core Services	Medical Case Mgt Svcs	128	45.000	Hrly Rte	5,765
						-
						-
						-
Total Personnel						5,765
Travel						
Travel to clinics (.67/mile)	Core Services	Medical Case Mgt Svcs	299	1.000	Unit Cost	299
						-
						-
						-
Total Travel						299
Contract Total						6,064

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

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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 is 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 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 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 Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information

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

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

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

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

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

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

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

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

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

3. **Termination**

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

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

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or Consultants still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

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

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

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be

interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: N Reinert

Date: 7/10/24

BUSINESS ASSOCIATE
Wenonah Beard, RN an individual

Name: Wenonah Beard, RN

Signature: Wenonah Beard, RN

Date: 7-24-24

____COUNTY INITIALS
____SUBCONTRACTORS INITIALS

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.

Employee name (print)	Employee Signature	Date
Supervisor name (print)	Supervisor Signature	Date
Name of Employer		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 8 6 8 9 (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. _____ 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*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

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

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs;

and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

EXHIBIT C

STANDARD GRANT CONDITIONS

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

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, 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 this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee 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 project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. **RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. **VENUE: (This provision does not apply to Local Governmental Entities)**

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. **STATE-FUNDED RESEARCH GRANTS:**

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit D
Additional Provisions

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit D
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

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

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee 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 Grantee'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 Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee'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 Grantee 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 Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit D
Additional Provisions

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's 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 Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. **Executive Order N-6-22 - Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: Ukraine-Russia (ca.gov).

If this Agreement is valued at $5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this 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/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this Agreement.

County of Plumas
23-10974

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

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

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirments
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

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

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

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

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

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

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee 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 Grantee 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 Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee'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 Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, 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 Grantee 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 Grantee'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 Grantee 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 Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee'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 Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

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

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

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

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

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

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

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

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

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

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

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

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant 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 Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants 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 grant, 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 grant or any extension or amendment of that 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 grant or subgrant exceeding $100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

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

b. Prohibition

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

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Human Subjects Use Requirements

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

By signing this Agreement, Grantee 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.

8. Audit and Record Retention

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

a. The Grantee 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 Grantee'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. Grantee agrees that CDPH, 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. Grantee 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 Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Grantee 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.

f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electoronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

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 subGrantees, 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.

Name of Grantee	Printed Name of Person Signing for Grantee
Contract / Grant Number	Signature of Person Signing for Grantee
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Office of AIDS
P.O. Box 997377, MS 7700
Sacramento, CA 95899

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

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

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 follow-up 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
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (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 (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 E
Information Privacy and Security Requirements

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

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specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

/III. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;

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;

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;

4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

I. Personnel Controls

A. ***Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.

B. ***Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.

C. ***Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. ***Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).

B. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

C. ***Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

D. ***Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.

E. ***Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of

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publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

F. ***User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

G. ***CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

H. ***System Inactivity Timeout.*** Contractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.

I. ***Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. ***System Logging.*** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. ***Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

A. ***System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall

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conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. ***Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. ***Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. ***CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

A. ***Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. ***Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.

C. ***Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.

D. ***Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

E. ***Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

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 Wenonah Beard, RN an individual, (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 visits to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will be notified in advance and will be provided with a list of items that should be submitted before or during the site-visit.

        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.

    b. Plumas County Public Health Agency will review the HIV Care Connect (HCC) system compliance in which all ~~the~~ client's information and documentation is updated bi-weekly throughout the award period.

        1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.

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 Five Thousand Three Hundred Fifty Dollars ($5,114.00).

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 the 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 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 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. 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.

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 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:

Wenonah Beard, RN
730 Hillside Dr.
Weed, CA 96094

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 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

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.

EXHIBIT	TITLE	PAGE
A	Scope of Work	10-12
B	Fee Schedule	13
B-1	Subcontractor Budget	14
Attachment 1	Business Associate Agreement	15-21
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	22
Attachment 3	Darfur Contracting Act	23
Attachment 4	Subcontractor Certification Clause	24
C	General Terms and Conditions	25-28
D(F)	Special Terms and Conditions with Attachments 1 & 2	29-55
E	Additional Provisions	56-57
G	Information Privacy and Security Requirements with Attachment 1	58-68

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

SUBCONTRACTOR:

Wenonah Beard, RN, an individual

By: Wenonah Beard, RN
Wenonah Beard, RN
Date signed: 7/24/24

COUNTY:

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

By: N Reinert
Nicole Reinert,
Director, Public Health Agency
Date signed:

By:_____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By:_____
Allen Hiskey
Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

____COUNTY INITIALS
____SUBCONTRACTORS INITIALS

EXHIBIT A

Scope of Work

Subcontractor Requirements:

1. Serve as the patient coordinator for the Mountain Counties EIS Program in Siskiyou County, provides patient coordination to 35-45 EIS enrolled patients in coordination with the primary medical provider and the HIV Consultant, as outlined in the HIV Early Intervention Services (EIS) Patient Coordinator Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.

2. Coordinate and facilitate case conference with medical provider and HIV consultant during six HIV clinic days.

3. Provide treatment adherence education, health education and risk reduction education to EIS patients; facilitate and track all health and social service referrals.

4. Provide substance abuse assessments for 20-25 HIV+ patients and refer, as needed, 3-5 patients for ongoing substance abuse counseling services.

5. Participate in quarterly Regional Continuous Quality Improvement Committee meetings and in ongoing quality improvement projects.

   Current Quality Measurement goals include:
   85% of HIV+ women will receive annual PAP screening.
   85% of all HIV patients will have documented HCV status in chart/ARIES' database.
   75% of all HIV patients will have Hepatitis B immunity documented in chart/ARIES.
   75% of all HIV patients using tobacco will receive cessation education & information.
   75% of all HIV patients will achieve viral load suppression <200 copies.
   80% of all HIV patients will be retained in care – New patients seen every 4 months; Ongoing patients seen every 6 months.

6. Collect and input required client data for EIS Program, generate data reports, and annual RSR Report.

7. Invoice for services at least quarterly (see Sub Contractors' budget).

8. Hosting six clinics per fiscal year, where the patients have medical care such as full LAB panels of all necessary LABs and meet with the HIV EIS Physician to discuss any health topics that relate to or can impact their HIV disease progression. The Physician should go over health risk factors with the patient to determine the best necessary route of health care treatment and order any necessary testing, screening or counseling (i.e. having triple site testing for STI's, smoking cessation, substance abuse treatment/counseling/referral, mental health treatment/counseling/referral).

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. Generate and submit EIS Program quarterly data reports and annual RSR Report.

B. Input data into HCC System.

   a. Bi-weekly deadline for submitting all necessary data.

   b. HCC March 15th deadline for reporting purposes and final invoices for Quarter 4 submitted by April 15th.

C. Invoice for actual services 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 15th.

D. Bi-Annual attendance at MCHAC meetings and report on program.

E. Provide PCPHA with a copy of the provider's license and proof of liability insurance.

HIV Early Intervention Services Patient Coordinator Job Description:

Job Summary: This subcontracted position reports to the EIS CQI/Program Coordinator and Project Director and is responsible for intake, service plan development, coordination of HIV clinical services, and advocacy related to the PCPHA Early Intervention Services (EIS) Program.

Job Duties and Responsibilities:

- Counsels and assists the EIS client and significant others with HIV progression, management and transmission, adherence to medication regimens, community resources and benefits.
- Coordinates with EIS team the development of a written service plan for each EIP client.
- Oversees the EIS client's service plan schedule, assisting him/her to follow the recommendations (e.g., referrals, tests, nutritional counseling, substance abuse counseling, special appointments, etc.).
- Coordinates and facilitates a client case conference to assess the EIS client's progress, quality of care given, and the ongoing need and eligibility for EIS services; uses case conference information to update the service plan.

- Investigates and resolves problems in direct EIS client services and ensures compliance with regulations and standards.

- Works closely with the CQI/Program Coordinator to ensure comprehensive program delivery and quality patient care. Assists in the development of goals and objectives for the quality assurance program.

- Coordinates EIS multidisciplinary team meetings and works with all EIS staff to analyze, monitor and ensure high levels of quality performance and productivity.

- Assures confidentiality of medical records and other client information.

- Attends required meetings and participates in committees as necessary.

- Participates in professional development activities to keep current with healthcare trends and practices in HIV clinical services management.

- Gathers data and reports monthly and annually for statistical and planning purposes.

- Ensures the coordination of community awareness activities on behalf of EIS Clinical Services.

- Performs related work as required. Attends required meetings and participates in committees as necessary.

Knowledge and Abilities:

- Knowledge of current developments in the field of HIV primary care and community HIV care resources.

- Knowledge of the scope of practice for RNs, PHNs, LCSWs or MFTs.

- Knowledge of universal precautions.

- Minimum of 3 years' experience in primary care or case management services with HIV/AIDS clients.

- Management or charge nurse education and experience preferred.

- Computer experience preferred.

- Completion of an Accredited California State Approved RN or LCSW program. License current and in good standing.

- Current CPR certification.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the 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 name and Agreement Number.
   c. Identify the billing and/or performance period covered on the invoice.
   d. Itemize costs; include backup documentation to support the invoice.

2. Invoice(s) Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	April 1st – June 30th	July 15th
Second Quarter	July 1st – September 30th	October 15th
Third Quarter	October 1st – December 31st	January 15th
Fourth Quarter	January 1st – March 31st	April 15th

3. Any invoice submitted after the fiscal year closes on April 15th 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 Five Thousand One Hundred Fourteen Dollars ($5,114.00).

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 3rd 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	Wenonah Board, RN
Contract Year	April 1, 2024 - March 31, 2025
Percent Spent	

	Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
Personnel								
Wenonah Board, R.N.		Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Services	83	45.000	Hrly Rte	3,735
								-
								-
								-
Total Personnel								3,735
Travel								
Travel to clinics (.59/mile)		Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Services	200	1.000	Unit Cost	200
Travel to CQI meetings		Continuing Education for Clinic Staff CQM	CQM	CQI management activites	400	1.000	Unit Cost	400
Professional Development: HIV Training & Education		Continuing Education for Clinic Staff CQM	CQM	CQI management activites	700	1.000	Unit Cost	700
								-
Total Travel								1,300
Indirect		Patient Coord/MCM	Admin Exp	Grantee Administration	3,944	0.020		79
Total Subcontract								5,114

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 April 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 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 is 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 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 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 Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information

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

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

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

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

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

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

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

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

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

3. **Termination**

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

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

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or Consultants still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(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 Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

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

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

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: N Reinert

Date: 7/10/24

BUSINESS ASSOCIATE
Wenonah Beard, RN an individual

Name: Wenonah Beard, RN

Signature: Wenonah Beard, RN

Date: 7/24/24

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.

Employee name (print)	Employee Signature	Date
Supervisor name (print)	Supervisor Signature	Date
Name of Employer		

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. _____ 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*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

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

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs;

and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

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.

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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. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

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

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

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

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

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

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

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

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

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

18. Human Subjects Use Requirements

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

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

19. Novation Requirements

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

20. Debarment and Suspension Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Smoke-Free Workplace Certification

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

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

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

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

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

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

23. Payment Withholds

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

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

24. Performance Evaluation

(Not applicable to grant agreements.)

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

25. Officials Not to Benefit

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

26. Four-Digit Date Compliance

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

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

27. Prohibited Use of State Funds for Software

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

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

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

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

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

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

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

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

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

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

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

30. Union Organizing

(Applicable only to grant agreements.)

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

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

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

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

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

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

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

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

c. Specific allowable fringe benefits include:

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

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

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

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

f. Earned/Accrued Compensation

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

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

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

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

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

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

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

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

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

32. Suspension or Stop Work Notification

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

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

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

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

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

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

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

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

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

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

33. Public Communications

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

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

34. Compliance with Statutes and Regulations

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

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

35. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

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

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

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

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

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

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

b. Prohibition

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

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notifiy 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

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

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 appropriateclassification 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 itis, 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 organizationallevel 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 informa*tion. 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

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.

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D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

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 wher CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov 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: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and EnforcementCDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

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
(For Non-HIPAA/HITECH Act Contracts)

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.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

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.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

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.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

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

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to sign amendment no. 1 to University agreement No. 007082 between Plumas County Public Health Agency and The Regents of the University of California to extend the term of the agreement from September 5, 2024, through September 4, 2025; (No General Fund Impact)** (Ryan White Part C) **approved as to form by County Counsel.**

Recommendation:
The Director of the Public Health Agency respectfully recommends that the Chair sign amendment no. 1 to University agreement No. 007082 to extend the term to September 4, 2025.

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 sign amendment no. 1 to University agreement No. 007082 between Plumas County Public Health Agency and The Regents of the University of California to extend the term of the agreement from September 5, 2024, through September 4, 2025; (No General Fund Impact) (Ryan White Part C) approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (Ryan White Part C)

Attachments:
1. PARTC2425UCD Amendment No. 1

Amendment No. 1 to UNIVERSITY Agreement No. 007082

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and Plumas County Public Health Agency ("COUNTY").
Original Agreement:	Services Agreement (UNIVERSITY Agreement No. 007082), executed September 5, 2023 ("Agreement").
Effective Date of this Amendment:	September 5, 2024

WHEREAS, the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.

   A. The term of the Agreement shall be extended from September 5, 2024 through September 4, 2025.

   B. The Parties acknowledge that UNIVERSITY has changed its legal address. UNIVERSITY'S address in Section 20, NOTICE, of the Agreement shall be revised to read as follows:

   "To UNIVERSITY:
   UC Davis Health Contracts
   10850 White Rock Road
   Rancho Cordova, CA 95670
   (Reference UNIVERSITY Agreement No. 007082)"

   C. All other terms and conditions shall remain the same

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SIGNATURE PAGE TO FOLLOW

Amendment No. 1 to UNIVERSITY Agreement No. 007082

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COUNTY have executed this Amendment as of the last date of signature written below.

AGREED:
THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By_____
Pakou Vang
Supervisor – Health Affairs Business Contracts

Date_____

PLUMAS COUNTY

By N Reinert
Nicole Reinert
Director, Public Health Agency

Date 7/24/24

By_____
Greg Hagwood, Chair
Plumas County Board of Supervisors
Date_____

ATTEST:

By_____
Allen Hiskey, Clerk of the Board
Plumas County Board of Supervisors
Date_____

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Plumas County Probation to pay County of Tehama, a political subdivision of the State of California, a non-contract invoice in the amount of $1,500.00 for Board and Care of Plumas County Juveniles in June 2024; General Fund Impact, use of budget line item 2040053-530400.**

Recommendation:

Approve and authorize Plumas County Probation to pay County of Tehama, a political subdivision of the State of California, a non-contract invoice in the amount of $1,500.00 for Board and Care of Plumas County Juveniles in June 2024.

Background and Discussion:

The Plumas County Probation Department is looking to continue its services with Tehama County for use of their juvenile detention facilities. At the time that these services were rendered, the previous contract had lapsed, and a new contract had not yet been finalized. The enclosed invoice is for 10 days spent in custody at the Tehama County facilities and must be paid.

Action:

It is respectfully requested that the Board of Supervisors approve and authorize Plumas County Probation to pay County of Tehama's out of contract invoice.

Fiscal Impact:

General Fund Impact, a one-time payment of $1,500.00 from Probation General Fund Support Prob account (2040053-530440).

Attachments:

1. June 2024

TEHAMA COUNTY PROBATION DEPARTMENT
Pam Gonzalez, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

INVOICE

Bill To
Plumas County Probation Dept. Keevin Allred, Chief Probation Officer 270 County Hospital Rd, Ste 128 Quincy, CA 95971

Date	Invoice #
7/12/2024	**2021-409**

COUNTY
PLUMAS

TERMS	Due on receipt

Description	Quantity	Rate	Total
June 2024- Board & Care of Plumas County Juveniles **REVISED** **See attached for an itemized breakdown of the charges.**	10	150.00	1,500.00

Please make checks payable to: Tehama County Probation.
Questions concerning this billing contact our Finance Dept.
(530) 527-4052 Ext. 3029.

Total Due: $1,500.00

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Probation and Redwood Toxicology Laboratory, Inc., a California Corporation; effective July 1, 2024; not to exceed $70,000.00; General Fund Impact up to $7,600.00 as approved in recommended FY24/25 budget (2040052-524803 & 524804) approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Probation and Redwood Toxicology Laboratory, Inc., a California Corporation; effective July 1, 2024; not to exceed Seventy-Thousand and 00/100 Dollars ($70,000.00)

Background and Discussion:
Plumas County Probation will continue contracting with Redwood Toxicology in FY24-25. The service agreement is for court-ordered drug testing services for Probation clients, including specimens sent to the Laboratory for additional testing, and for procurement of drug testing supplies related to the service.

Action:

It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign the services agreement.

Fiscal Impact:

General Fund Impact of up to $7,600.00 as approved in the FY24-25 recommended budget. The remainder will be carried by Probation State grants, from both Juvenile and Adult sources.

Attachments:
1. PROB - RedTox FY24.25 - UNSIGNED

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 **Probation Department** (hereinafter referred to as "County"), and Redwood Toxicology Laboratory, 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 Seventy Thousand and 00/000 Dollars ($70,000.00).

3. Term. The term of this agreement shall be from July 1, 2024 through June 30, 2025, unless terminated earlier as provided herein. 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 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 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.

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 one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum combined single limit of $2,000,000 per accident.

   c. Each policy of commercial general liability coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. The general liability and auto liability policies shall include 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 26 04 13; and

      ii. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

      iii. 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

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. Contractor shall provide thirty (30) days notification of any notice to cancel required insurance.

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:

Probation Department
County of Plumas
270 County Hospital Rd., Ste. 128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer

Contractor:

Redwood Toxicology Laboratory
3650 Westwind Blvd.
Santa Rosa, CA 95403
Attention: Mary Tardel, Director, Government Services

With a copy sent to:

Abbott Laboratories
100 Abbott Park Road
Abbott Park, IL 60064 USA
Attention: DVP and Associate General Counsel, RMDx Legal

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.

28. Counterparts and Facsimile Signatures. This Agreement and any and all other documents or instruments referred to herein may be executed with counterpart signatures all of which taken together shall constitute an original without the necessity of all parties signing each document. This Agreement may also be executed by facsimile or other electronic signature, and such facsimile or electronic copies shall constitute enforceable original documents.

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: 7-11-2024

COUNTY:

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

By: _____
Name: Keevin Allred
Title: Chief Probation Officer
Date signed: 7-1-24

By: _____
Name: Greg Hagwood
Title: Chairperson, Board of Supervisors
Date signed:

Attest:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board

Approved as to form:
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Contractor and County agree as follows:

1) **DRUG TESTING SERVICES**
   a. Contractor will provide the Services, as described in this Agreement, in connection with the County's drug and alcohol testing program. Drugs and panels to be tested by Contractor are described in Exhibit B-1.
   b. Contractor will provide screening and confirmation Services for alcohol and drugs of abuse in urine and oral fluids. Screening and confirmation methodologies vary by drug or metabolite and are subject to change at Contractor's discretion. The most current screening and confirmation methodologies by drug, metabolite and/or panel are provided on Contractor's website.
   c. Contractor's standard service includes all urine collection and shipping supplies. Supplies include requisition forms, specimen collection bottles, security seals and pre-paid shipping labels or containers. All items shipped FOB Shipping Point. Shipping costs for outbound supplies and inbound specimens are provided in Exhibit B-1.
   d. Contractor will supply electronic reporting of laboratory results through our proprietary webpage at https://toxaccess.redwoodtoxicology.com. Fax summary and/or hard copy reports will be provided upon written request by County.
   e. Turnaround time for results varies by test and method. Timely receipt of the specimen at the lab may be impacted by weather or postal/courier service delays. Turnaround time may be delayed if Contractor is in receipt of a specimen that shows signs of tampering or has illegible writing on the chain of custody or label. Below is an approximation of Contractor's turnaround times:

Urine Drug Testing

- Negative results for standard tests (non-esoteric) are available within twelve (12) to twenty-four (24) hours after receipt of specimen(s) at Contractor during normal business hours.
- Confirmed positive results of standard tests requiring gas chromatography mass spectrometry ("GC-MS"), liquid chromatography with tandem mass spectrometry ("LC-MS/MS") or gas chromatography with flame ionization detection ("GC-FID") will be reported within forty-eight (48) to ninety-six (96) hours from the time of receipt of specimen(s) at Contractor's facility, or after receiving request for GC-MS, LC-MS/MS, or GC-FID confirmation.
- Confirmed positive results of esoteric tests requiring gas chromatography mass spectrometry ("GC-MS"), liquid chromatography with tandem mass spectrometry ("LC-MS/MS") or gas chromatography with flame ionization detection ("GC-FID") will be reported within forty-eight (48) to one-hundred twenty (120) hours from the time of receipt of specimen(s) at Contractor's facility, or after receiving request for GC-MS, LC-MS/MS, or GC-FID confirmation.

- When County requests a retest or a confirmation on a screened positive to a specimen in storage, turnaround time can take up to seven (7) days.
- When the laboratory determines that retesting is required, additional time may be necessary.

Oral Fluid Drug Testing

- Negative results for oral fluid drug screens are available within forty-eight (48) to ninety-six (96) hours after receipt of specimen(s) at Contractor during normal business hours.
- Confirmed results by GC-MS, LC-MS/MS will be reported within seventy-two (72) to ninety-six (96) hours after receiving request for GC-MS or LC-MS/MS confirmation.
- Confirmed positive results or esoteric testing requiring gas chromatography mass spectrometry ("GC-MS"), liquid chromatography with tandem mass spectrometry ("LC-MS/MS") or gas chromatography with flame ionization detection ("GC-FID") will be reported within forty-eight (48) to ninety-six (96) hours from the time of receipt of specimen(s) at RTL's facility, or after receiving request for GC-MS, LC-MS/MS, or GC-FID confirmation. In some cases, where retesting is required, additional time may be necessary.
- When Contractor requests a retest or a confirmation on a screened positive to a specimen in storage, turnaround time can take up to seven (7) days.
- When the laboratory determines that retesting is required, additional time may be necessary.
- 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, drugs/metabolites within a targeted panel (i.e. synthetic cannabinoids or steroids) and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

f. Contractor will retain positive specimens for one (1) month.
g. Contractor will provide litigation packets and court representation/testimony at the prices outlined in Exhibit B-1.

2) DRUG TESTING PRODUCTS

a. Contractor will provide Products, as described in this Agreement, in connection with the County's drug and alcohol testing program at the prices outlined in Exhibit B-1. Contractor may substitute a generic (unbranded) Product of an identical configuration, at the same price, when branded devices are not available.
b. Collection and shipping supplies are available for Products. Supplies include requisition forms, specimen collection bottles or beakers, security seals and pre-paid shipping labels or containers. Costs for these collection and shipping supplies are described in Exhibit B-

EXHIBIT B

Fee Schedule

PRICE, PAYMENT and RETURNS

c. **Price.**

i. County agrees to pay Contractor for Services and Products in accordance with the pricing provided in Exhibit B-1. Contractor may adjust the price for Services and Products by providing written notice to the County at least thirty (30) days prior to adjustment.

ii. At the Renewal of 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.

d. **Payment.**

i. Services: Contractor will bill the County for Services on a monthly basis. County agrees to make payments to Contractor within thirty (30) days from the date of invoice.

ii. Products: Contractor will bill County for Products upon shipment of order. Invoices for Products are sent separately from Services invoices. County agrees to make payments to Contractor within thirty (30) days from the date of invoice.

iii. Overdue accounts bear interest at a rate of 1.5% a month or the maximum amount allowed by law.

e. **Returns**

Any order rejected by the County on the basis that the Product is either incorrect or non-conforming or is defective may be returned to Contractor for full credit or replacement. All claims must be made within 30 days from date of invoice. A finance charge of 1.5% a month will be assessed on all invoices that are past due.

Abbott

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

Exhibit B-1
Pricing Schedule
Plumas County Probation Department
Effective July 1, 2024

Section I: Laboratory Drug & Alcohol Testing Services - Urine

URINE LAB TESTS - STANDARD DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
R96	Urine 9 Panel ALC,AMP,BAR,BZO,COC,CR,OPI,OXY,THC - Screen Only	$10.00
Various	GC-MS, LC-MS/MS Standard Urine Confirmation - cost per drug	$18.00
5094	6-Monoacetylmorphine (6-MAM) - Confirmation	$18.00
5047	GC-FID Alcohol Confirmation	$18.00

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.

URINE LAB TESTS - SPECIALTY DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
092	Buprenorphine - Screen Only	$6.42
5292	Buprenorphine - Confirmation Only	$34.00
646 or 647	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - EtG Screen with Automatic Confirmation of Positives for both EtG & EtS	$16.50
5647	Ethyl Glucuronide/Ethyl Sulfate (EtgG/EtS) Alcohol metabolite - Confirmation Only	$18.00
2101	Fentanyl - Screen Only	$6.42
5504	Fentanyl - Confirmation Only	$40.00
091	Tramadol - Screen Only	$10.00
5212	Tramadol - Confirmation Only	$35.00

Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids

ORAL FLUID LAB TESTS - STANDARD DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
2101001	Quantisal Oral Fluid Collection Device - *purchase required prior to testing*	$2.20
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	$20.00
9521	Oral Fluid 8 Panel AMP,BAR,BZO,COC,MTD,OPI,PCP,THC - Screen + Auto Confirm of Positives	$19.72
F32	Buprenorphine - Confirmation Only	$22.00

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) or liquid chromatography-tandem mass spectrometry (LC-MS/MS), depending on drug class. 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 III: 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	Short Shipment - Less than Five (5) Specimens 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.	$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.

Abbott

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

Exhibit B-1
Pricing Schedule
Plumas County Probation Department
Effective July 1, 2024

Section IV: Rapid Drug & Alcohol Screening Devices

ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
ABTDOAF113701A	13	CUP 13 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/MAMP1000/ MDMA500/MTD300/OPI300/OXY100/THC50/TRA200 - *FFUO***	$4.95	$123.75

Oral Fluid Devices

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
ABTOFCUBF1002B	10	Click Cube 10 AMP50/ BAR50/BZO10/COC20/OPI40/PCP10/THC25/ FTY10/ K2 5 + ALC0.02% - *FFUO***	$6.95	$173.75
ABTOFCUBF1601A	16	Click Cube 16 AMP50, BAR50, BZO10, BUP5, COC20, MET50, MTD30, OPI40, OXY 40*, PCP10, THC 25 , COT30, KET50, K2 5, FYL10 + ALC0.02% - *FFUO***	$7.50	$187.50

iScreen Urine Test Drug Screen Slim Cups

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
ABTDUAF117701A	17	Slim Cup 17 AMP500, BAR300, BUP10, BZO300, COC150, EtG500, FTY20, K2 25, MDMA500, MAMP500, MOP300, MTD300, OXY100, PCP25, THC metab 50, TRA200, KRA2500 + OX,CR,PH - *FFUO***	$5.00	$125.00
ABTDUAF120701A	20	Slim Cup 20 AMP500, BAR200, BUP5, BZO200, COC150, EtG500, FTY20, K2 25, MDMA500, MAMP500, MOP300, MTD300, OXY100, PCP25, TCA1000, THC metab 50, TRA200, KET100, KRA250, 6-MAM10 + OX,CR,PH - *FFUO***	$5.50	$137.50

COLLECTION SUPPLIES

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
031246	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	$0.00	$0.00
031380	N/A	6.5 oz/ Graduated Beaker	$0.00	$0.00
031258	N/A	Temperature Strip	$0.00	$0.00

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point.

**Forensic Use Only (FFUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Probation and Sapience Practice, a Limited Lability Company; effective July 1, 2024; not to exceed $10,000.00; No General Fund Impact, services will be paid out of JJCPA, a State Juvenile Grant (2040252-521900) approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Probation and Sapience Practice, a Limited Lability Company; effective July 1, 2024;

Background and Discussion:
In years prior, Probation had partnered with Dr. Amezaga to provide psychological evaluations to juvenile offenders upon request. As that is currently no longer an option, Probation has sought to find a new provider for this critical service. Enter Sapience Practice, based out of Reno Nevada, who will be providing the service for Plumas County Probation in the upcoming Fiscal Year.

Action:

It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign an agreement between Plumas County Probation and Sapience Practice for FY24-25.

Fiscal Impact:

No General Fund Impact, service agreement will be paid for in it's entirety by JJCPA, a State funded Juvenile Probation Grant (2040252-521900).

Attachments:
1. PROB - Sapience FY24.25 - UNSIGNED

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 **Probation Department** (hereinafter referred to as "County"), and Sapience Practice, a 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.

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 Ten Thousand Dollars ($10,000.00).

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

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.

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:

Probation Department
County of Plumas
270 County Hospital Road, Suite 128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer

Contractor:

Sapience Practice LLC
6490 S. McCarran Blvd, Building B/#18
Reno, NV 89509
Attention: Dr. Herbert Buddy Coard, Ed, D

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.

28. Counterparts and Facsimile Signatures. This Agreement and any and all other documents or instruments referred to herein may be executed with counterpart signatures all of which taken together shall constitute an original without the necessity of all parties signing each document. This Agreement may also be executed by facsimile or other electronic signature, and such facsimile or electronic copies shall constitute enforceable original documents.

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

CONTRACTOR:

Sapience Practice, LLC

By:_____
Name: Dr. Herbert Buddy Coard Ed. D
Title: Owner
Date signed: 6-17-2024

COUNTY:

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

By:_____
Name: Keevin Allred
Title: Chief Probation Officer
Date signed: 6-11-24

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:
_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. When requested to do so by the Chief Probation Officer, Superior Court, or Juvenile Court, CONTRACTOR shall independently conduct a psychological evaluation and prepare a written report of their findings. It is the intent of the parties that the reports shall be delivered to the Court via the Probation Department within fifteen (15) calendar days of interviewing the Subject.

   a. The CONTRACTOR shall usually include, but not be limited to, a review of the legal file, interviews with the parties involved, including probation personnel and obtain information from collateral sources (i.e. schools, probation, counselors, etc.).

   b. All evaluations prepared by the CONTRACTOR shall include summaries of interviews and file reviews, the name and description of test instruments administered and results of those tests, and a recommendation for a treatment plan, including placement, custody, further counseling, supervision levels, etc., while under the jurisdiction of the Court.

   c. The referring agency shall complete a referral form for each case and send it to the CONTRACTOR by the day of the testing, along with other relevant information to be reviewed.

2. CONTRACTOR will provide:

   a. A dedicated telephone line for direct referrals and all services and supplies related to the preparation of evaluations.

   b. Documentation (invoices) concerning payments from the Probation Department, to facilitate reimbursement from clients, MediCal, etc.

3. It is the intent of the parties to create an independent contractor relationship. CONTRACTOR acknowledges and agrees that neither the Probation Department nor the Court will be responsible for the withholding or payment of federal or state income taxes, Social Security, Workers Compensation coverage, unemployment insurance, nor disability insurance. It is understood that CONTRACTOR works as an independent contractor and does not hereby become an employee of the county or the court.

EXHIBIT B

Fee Schedule

See attached sheets for fee breakdown.

Sapience

6490 S. McCarran Blvd
Building B #18
Reno, NV 8950
Tel 775-562-4509

EXHIBIT B

Fee Schedule
2024

In addition to the fee schedule listed below, Dr. Herbert "Buddy" Coard will consider accepting other fee agreements that may be required or customary for a particular agency, law firm or a specific court. This work will be accepted on a case-by-case basis and will require a contractual agreement between the parties.

Evaluation Fees

Forensic Record/File Review	$385 per hour
Forensic Psychological Testing	$385 per hour
Forensic Clinical Interview	$385 per hour
Forensic Report Writing	$385 per hour
Attorney Consultation	$385 per hour

Court Testimony Fees

Testimony Time	$385 per hour (minimum of 4 hours)
Deposition Time	$385 per hour (minimum of 4 hours)
In-court Consultation/Observation	$385 per hour (minimum of 4 hours)

Training, Invited Lecture & Professional Seminar Fees

6 – 8-hour engagement	$2,500.00 per day
4-hour engagement	$1,000 per day
2-hour engagement	$500 per day

Travel Fees

Road Travel	$385 per hour (with reasonable associated expenses)
Air Travel	$700 up to 4 hours $1,500 up to 8 hours (with reasonable associated expenses)

Minimal retainer

Criminal

Death penalty case $10,000
Not guilty by reason of insanity $10,000
Violent felony mitigation $7,500
Not competent to stand trial $2,500-4,000
Psychosexual Evaluation without intelligence testing $2,500
Full Psychosexual Evaluation $3,000-$4,000
Child abuse risk assessment $2,500-$3,500

Civil

Independent Medical Exam $ 900
Child custody evaluation $7,500 to $15,000
Fitness for duty evaluation $3,850 to $5775
Parental fitness evaluation $2,500 to $4,000

Expedited fees (report completed within 2 weeks) $450.00

Expedited fees (report completed within 3-5 days) $850.00

Cancellation Policy

Please contact our office at 775-562-4509 to cancel an appointment. Cancellation of an appointment must be made 24 hours prior to that appointment. Since alternative bookings are unlikely at such short notice, our policy is to charge two hour ($770) for appointment no shows or cancellations less than 24 hours of the scheduled appointment.

Disclaimer

It is critical that it is understood that regardless of the source of fees or referral for evaluations, Dr. Coard, operates as an independent evaluator and consultant. Conclusions will be offered in an unbiased and professional manner utilizing a best practices approach. Consequently, the conclusions and recommendations may not support the outcome desired.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to sign the first amendment to the Shelter Services Agreement between Plumas County Animal Shelter and The Regents of the University of California; (No General Fund Impact) approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign the first amendment to the Shelter Services Agreement between Plumas County Animal Shelter and The Regents of the University of California; (No General Fund Impact) approved as to form by County Counsel.

Background and Discussion:

In March 2023, the Board approved the Shelter Services Agreement between Plumas County Animal Shelter and The Regents of the University of California to provide funding to distribute spay & neuter vouchers for adoptable animals to Plumas County residents. The program was very successful and an additional $150,000.00 in funding is being provided to continue providing those vouchers. This funding will provide a minimum of 416 vouchers to encourage county residents to spay and neuter their pets.

Action:

Approve and authorize Chair to sign the first amendment to the Shelter Services Agreement between Plumas County Animal Shelter and The Regents of the University of California; (No General Fund Impact) approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact

Attachments:

1. Amendment Approved by County Counsel

UC Davis Purchase Agreement # UCDPO00049334
Formerly UC Davis Agreement # A70990
Amendment # 1

FIRST AMENDMENT TO SHELTER SERVICES AGREEMENT
(Plumas County Animal Shelter)

THIS FIRST AMENDMENT is made to the University of California, Davis campus agreement # A70990 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**) on behalf of its UC Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (**"Facility"**) and PLUMAS COUNTY ANIMAL SHELTER (**"Shelter"**). Purchase Order # UCDPO00049334 replaces Purchase Agreement # A70990.

The parties to the above-referenced agreement agree as follows:

1. Terms. The term of the agreement shall be amended to extend through June 6, 2025. "Exhibit A-1", attached hereto and incorporated herein, reflects updated scope.

2. Payment by University: Payment by the Facility is increased by $150,000.00. The total not to exceed amount for the Agreement shall now read $330,000.00.

3. Other Terms. All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

PLUMAS COUNTY ANIMAL SHELTER

By: _____

Print Name: _____

Title: _____

Date: _____

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Steven Kobayashi Digitally signed by Steven Kobayashi DN: cn=Steven Kobayashi, o=Regents of the University of California, ou=Procurement & Contracting Services, email=stkobayashi@ucdavis.edu, c=US Date: 2024.06.24 15:21:16 -07'00'

Steven Kobayashi
Associate Director
Procurement & Contracting Service
UC Davis

Date: June 24, 2024

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Plumas County Animal Shelter

- Organization Contact:
  - Jeremy Beatley: jbeatley@pcso.net

Updated SOW & Additional Funding

- **Extend term to 6/6/2025**
- **Awarding an additional $150,000**
  - Vouchers for spay/neuter services

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Todd Johns, Sheriff**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and J&C Enterprises to provide striping and lettering at the new correctional facility; effective July 1, 2024; not to exceed $9,999.00; (No General Fund Impact) Grant Funded (20141 / 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 J&C Enterprises to provide striping and lettering at the new correctional facility; effective July 1, 2024; not to exceed Nine Thousand, Nine Hundred, Ninety-Nine Dollars ($9,999.00); (No General Fund Impact) Grant Funded (20141 / 521900) approved as to form by County Counsel.

Background and Discussion:
Contract to provide Sheriff's Office with lettering and striping at the new correctional facility.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and J&C Enterprises to provide striping and lettering at the new correctional facility; effective July 1, 2024; not to exceed Nine Thousand, Nine Hundred, Ninety-Nine Dollars ($9,999.00); (No General Fund Impact) Grant Funded (20141 / 521900) approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Grant Funded (20141 / 521900) approved as to form by County Counsel.

Attachments:
1. J&C Enterprises FINAL
2. J&C Proposal 24-74 - PC JAIL, 56 Abernathy Ln. (3)

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 J&C Enterprise, a 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 Nine Thousand, Nine Hundred and Ninety-Nine Dollars ($9,999.00).

3. Term. The term of this agreement shall be from July 1, 2024 through June 30, 2025 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 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 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:

J&C Enterprise
PO Box 193
Crescent Mills, CA 95934
Attention: Jared Pew, Owner

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:

J&C Enterprise, a Partnership

By:_____
Name: Jared Pew
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
Date signed:

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Provide Plumas County Sheriff's Office and the correctional facility with line stripping of their properties.

1) Contractor shall not be responsible for delays incurred as a result of acts of neglect by County, County's employee or agent, other contractors or subcontractors, acts of God, weather, strikes, lockouts, boycotts or other union activities, extra work ordered by owner, acts of public enemy, riots, inability to secure material, failure of owner to provide payments when due, or delays caused by inspections or changes ordered by the inspectors of governmental bodies concerned, or other causes beyond control of contractor.

2) Parking lots shall be cleared of all vehicles, dumpsters or debris prior to the scheduled work. Any vehicles not moved will be towed and at the County's expense. Automatic sprinklers shall be turned off one full day prior to the scheduled workday. If either of these interferes with progress of work, and requires Contractor to return an additional day, County shall pay an additional move-in to Contractor to cover cost.

3) All jobsites are barricaded by Contractor to provide proper drying time. Any damage to newly paved, seal coated, or striped areas that are properly barricaded will not be the liability of Contractor. This also includes pedestrian tracking of seal coat material, or paint outside the work area, and if damage occurs when barricades are removed before the area is properly dry.

4) Cracks - cracks do not all look alike, and they are not caused by the same thing, nor are they repaired the same way. Earth movement, tree roots, moisture in the base below the asphalt, bad soil and poor compaction are some of the causes for cracks. Many times, a permanent solution to cracks is too costly. Contractor guarantees quality workmanship and material but cannot guarantee that cracks will not occur or reoccur due to the varied factors mentioned above.

5) When seal coating oil spots and/or gasoline deposits there is no guarantee for adhesion due to saturation of the asphalt surface.

6) Any area Contractor excavates, properly bases, repaves, seals coat or stripe to their specifications will be guaranteed for one year except where abnormal abuse, neglect, or irrigation issues are the cause for failure; broken water line, heavy truck traffic, continuous exposure to standing water (sprinklers), etc.

7) J & C Enterprises shall use reasonable care in the protection of existing construction work of others and the surroundings of the job, however, we will not be held responsible for cracks or damage to sidewalks, driveways, curbs, patios, walls, bridges, clack tire marks, water damage, lawns, overhead wires, underground pipes, conduits, fiber optic lines, wires of any kind and for damage to any utilities encountered less than 6 inches below finished grade.

EXHIBIT B

Fee Schedule

1) Contractor shall obtain and pay for all permits and licenses governing the work in sufficient time to allow uninterrupted progress of this work and that of others. Contractor shall provide in a workman like manner only the labor and materials specified. Any alteration or deviation from the specifications involving extra costs will be executed only upon written or verbal authorization and will become an extra charge over and above the proposal amount.

2) All payments due upon completion of work specified herein. Accounts that are not paid within thirty (30) days after completion shall be charged interest at the rate of 1.5% per month (18% per annum) until paid in full.

3) This contract does not include prevailing wage rates unless otherwise specified in proposal/contract.

4) In the event this contract should be referred to an attorney for collection due to non-payment, owner agrees to pay all costs, including but not limited to, legal fees, court costs, lien proceedings, and reimbursement for time invested in the collection process.

$20.00 per Stenciled Lettering

$8.10 per Linear Foot of Four Inch Stripping

J & C Enterprise
PO Box 193
Crescent Mills, CA 95934
530-375-7602

Proposal

6/24/2024 - Job #24-74

Contact:

Steve Clark – PCSO
sclark@pcso.net
530-394-7822

Job Location:

56 Abernathy Ln, Quincy

Striping

440 Linear ft. of 4 in. line
8 in. stenciled letters: A – F
8 in. stenciled numbers: 1 – 40

Job Total: $4,495

Customer Acceptance:
By signing this contract, you accept the specifications above and conditions & general info, attached.

Signature	Date
Print Name	

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Mark A. Clementi, Ph.D., to provide and administer pre-employment testing to job applicants to the Sheriff's Office; effective May 1, 2024; not to exceed $9,999.00; (General Fund Impact) as approved in FY23/24 and FY24/25 recommended budgets (70330 / 521107); 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 Mark A. Clementi, Ph.D., to provide and administer pre-employment testing to job applicants to the Sheriff's Office; effective May 1, 2024; not to exceed $9,999.00; (General Fund Impact) as approved in FY23/24 and FY24/25 recommended budgets (70330 / 521107); approved as to form by County Counsel.

Background and Discussion:
Contract to provide and administer pre-employement testing, fitness for duty evaluation, and critical incident stress management/consultation services to job applicants to the Plumas County Sheriff's Office on an as-needed basis.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Mark A. Clementi, Ph.D., to provide and administer pre-employment testing to job applicants to the Sheriff's Office; effective May 1, 2024; not to exceed $9,999.00; (General Fund Impact) as approved in FY23/24 and FY24/25 recommended budgets (70330 / 521107); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY23/24 and FY24/25 recommended budgets (70330 / 521107); approved as to form by County Counsel.

Attachments:
1. Mark Clementi 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 Mark A. Clementi, Ph.D., 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 Nine Thousand Nine-Hundred and Ninety-Nine Dollars and No/100 ($9,999.00).

3. Term. The term of this agreement shall be from May 1, 2024, through April 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 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.

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: Todd Johns, Sheriff/Coroner

Contractor:

Mark A. Clementi, Ph.D.
50 Old Courthouse Square Ste 400
Santa Rosa, CA 95404
Attention: Mark Clementi

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:

Mark A. Clementi, Ph.D., an individual

By:_____
Name: Mark Clementi
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
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Contractor shall administer pre-employment psychological testing, fitness for duty evaluation, and critical incident stress management/consultation services to job applicants to the Plumas County Sheriff's Office on an as-needed basis upon request of the County. Such testing shall be in accordance with the following guidelines:

1. Initial Information

    a. Information about duties, powers, demands, working conditions, and other job-analytic information relevant to the intended position, should be obtained by the Consultant before beginning the evaluation process. This information should be directed toward identifying behaviors and attributes that underlie effective and counterproductive job performance.

    b. Where applicable, the Contractor should consult with the County to establish selection criteria and the agency's level of acceptable risk for problematic behaviors.

2. Disclosures to Applicants

    a. Prior to the administration of any psychological instruments and interview, the Contractor should disclose information to the applicant that includes (1) the nature and objectives of the evaluation, (2) the intended recipients, (3) that the County is the client, (4) the probable uses of the evaluation and the information obtained, (5) who will have access to the information, and (6) the limits of confidentiality.

    b. The disclosure should be documented in writing and signed by the applicant.

3. Testing Procedures

    a. The first step in the testing process shall be the completion of a background packet.

    b. Upon completion of the background packet, a battery of psychological inventories will be administered. The Contractor retains responsibility to verify and interpret all psychological test results.

    c. The Contractor should make provisions for the security and confidentiality of all testing materials (e.g. test booklets/items) including materials presented electronically. Provisions should also be made for the security of, access to, and retention of the psychological reports and raw data, including information stored or transmitted electronically.

d. Individual, face-to-face interviews with applications shall be conducted before a final determination of the applicant's psychological suitability is made. Interviews should allow for sufficient time to cover appropriate background, test results, verification, and clinical assessment.

4. Reports

a. The Contractor shall provide the County with a written report of the Contractor's evaluation. The report should contain at a minimum, a clear determination of the applicant's psychological suitability for employment based upon an analysis of all psychological assessment material, including background information, test data, and interview results.

b. Where applicable, the Contractor shall also provide to the County a certification that the applicant meets the mandates for psychological fitness under the California Penal Code, the Police Officer Standards and Training (P.O.S.T.) Guidelines, and any other guidelines identified by the County prior to the evaluation.

c. The written report (and, if applicable, the certification) provided to the County should be securely maintained in accordance with applicable regulations.

EXHIBIT B

Fee Schedule

See Attachment.

Mark A. Clementi, Ph.D.
California Public Safety Psychology
50 Old Courthouse Square, Suite 400
Santa Rosa, CA 95404
FED. TAX I.D. #68-0430926
(707) 527-0456
FAX: (707) 527-1013

Current Service Rates

- Standard Pre-Employment Psychological Evaluation: $725.00

  Optional remote evaluation - +59.00(publisher's on-line testing fee)

- Return to Duty/Fitness for Duty Psychological Evaluation: $885.00
- Optional remote evaluation - +59.00(publisher's on-line testing fee)

- Critical Incident Stress Debriefing: $350.00 for 1st hour and $285 for each additional hour

- No show appointments/late cancelations (less than 72 hours' notice): Full price of evaluation

Rate increase effective July, 1 2024

- Standard Pre-Employment Psychological Evaluation: $785.00

  Optional remote evaluation - +59.00(publisher's on-line testing fee)

- Return to Duty/Fitness for Duty Psychological Evaluation: $925.00
- Optional remote evaluation - +59.00(publisher's on-line testing fee)

- Critical Incident Stress Debriefing: $350.00 for 1st hour and $285 for each additional hour

- No show appointments/late cancelations (less than 72 hours' notice): Full price of evaluation

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Cunningham Auto Group dba Susanville Ford CDJR for repairs made to Public Works heavy equipment fleet; not to exceed $20,000.00; No General Fund Impact; approved as to form by County Counsel.**

Recommendation:

The Acting Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a three-year contract with Cunningham Auto Group dba Susanville Ford CDJR to obtain repair services on its heavy equipment.

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to have repairs made to their heavy equipment fleet.
The anticipated cost of the repairs is not expected to exceed $20,000 for the three-year term as outlined in the attached contract.

The attached contract has been reviewed and approved as to form by County Counsel.

Funding for this Service Agreement is included in the Budget adopted by the Board of Supervisors on June 26, 2024.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Cunningham Auto Group dba Susanville Ford CDJR for repairs made to Public Works heavy equipment fleet;. not to exceed Twenty Thousand Dollars and 00/100 ($20,000.00) No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on June 26, 2024.

Attachments:

1. Service Contract Susanville Auto

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 Works Department (hereinafter referred to as "County"), and **Cunningham Auto Group, Inc. a California Corporation dba Susanville Ford CDJR** (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 August 6, 2024, through August 5, 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 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.

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 County Department of Public Works
1834 E. Main St
Quincy, CA 95971
Attention: Administrative Services Officer

Contractor:

Cunningham Auto Group dba Susanville Ford
705-550 Richmond Rd., Ste E.
Susanville, CA 96130
Attention: Laurie Johnson

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:

Cunningham Auto Group, Inv.
dba Susanville Ford, a California Corporation

By:_____
Name: Jeremy Cunningham
Title: CEO
Date signed:

By:_____
Name: Kristy Cunningham
Title: Secretary
Date signed:

COUNTY:

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

By:_____
Name: Robert Thorman
Title: Acting Public Works Director
Date signed:

By:_____
Name: Greg Hagwood
Title: Chair of the Board of Supervisors
Date signed:

ATTEST:

_____
Name: Allen Hiskey
Title: Clerk of the Board
Date Signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Contractor will provide repair services to County heavy equipment and vehicles on an as-needed basis upon request of the County.

2. All work shall be provided in accordance with industry standards for high-quality heavy equipment and vehicle repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at $249.99 per hour.

2. All prices for parts shall be at or below Contractor's standard rates for such services.

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 anytime Contractor believes that repairs will cost more than the county-authorized written estimate, Contractor shall provide a received 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 the 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.

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve the Meeting Minutes for all meetings held in July 2024, as submitted.**

Recommendation:
Approve the Meeting Minutes for all meetings held in July 2024, as submitted.

Background and Discussion:
The Board of Supervisors approves all meeting minutes monthly.

Action:

Approve the Meeting Minutes for all meetings held in July 2024, as submitted.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Minutes 07-02-2024
2. Minutes 07-09-2024
3. Minutes 07-16-2024
4. Minutes 07-25-2024

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 2, 2024

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Members of the Forest Service led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood has requested that Item 3.F. & 4.D.2.be removed 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.

Trina Cunnigham commented on the Rainbow Family Gathering.
Several Zoom callers commented on the Rainbow Family Gathering.
Zoom caller Lindsay Shaw comments on giving thanks to Chris Carlson (Forest Service Supervisor), thanks Lassen County Supervisor Jason Ingram for his efforts regarding this, also makes comments regarding a heatwave in Plumas County with no shelters.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Johns reads a letter from Friends Animal Shelter
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18353

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

1) Rick Roberti, ADHOC Cattlemen's Association Update; discussion and possible action.

Rick Roberti presents to the Board
Supervisor McGowan comments
Sheriff Johns comments.
Ted Stout comments via Zoom
Supervisor McGowan motions to appoint Supervisor Ceresola and Supervisor Goss to this ADHOC Committee, gather information and present it at a later date. He also motioned to have the Board write a letter to the Department of Fish and Wildlife, which the Board decided to withdraw.
Supervisor McGowan amended his motion.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

1) Request the Board of Supervisors to grant approval for Clint Koble of Plumas County, CA, to initiate a "Plumas County Land Bank Pledge" to gauge community interest and potential land transfers before moving to a formal structure. This initiative aims to manage and re-purpose vacant, abandoned, and tax-delinquent properties for community and economic development.

Interim County Counsel Brechtel discusses the importance of any pledge that isn't associated with the County without at least an MOU
Clint Koble presents to the Board
Trina Cunningham comments
Supervisor McGowan comments
Supervisor Goss announces Adam Cox's letter

C. US FOREST SERVICE

Report and update.

1) Carry-over discussion from June 25, 2024, at the request of the Board Chair

Several members of the Plumas National Forest presented to the Board regarding the Rainbow Family Gathering.
Supervisors Goss, Engel, Ceresola commented
Sheriff Johns comments
Ted Stout and Lindsay Shaw commented via Zoom
Trina Cunningham comments
Mitch of the Plumas National Forest comments on fire concerns at the Rainbow Family Gathering and states that they have brought in more fire equipment from surrounding areas.
Forest Service LEO Cenudo comments on law enforcement activity with the Rainbow Family Gathering.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

No Report Provided.

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.

No Report Provided.

F. FINANCIAL/AUDIT REPORT

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

No Report Provided

G. **PRESENTATION:** Receive a presentation from Jesse Mazar, Executive Director Lost Sierra Food Project

Jesse Mazar, Executive Director of Lost Sierra Food Project, presented to the Board.
Clint Koble comments
CAO Lucero comments
Supervisor McGowan comments

2. CONSENT AGENDA

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

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

A. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Siskiyou County HIV/AIDS Foundation to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $9,400.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Ashley Blesse, RN to act as medical clinical advisor for Plumas, Sierra, and Lassen counties; effective July 1, 2024; not to exceed $15,000.00; (No General Fund Impact) (HPP); approved as to form by County Counsel.

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Datarails Inc. for FinanceOS Financial Planning and Analysis Platform subscription; effective April 15, 2024; not to exceed $87,040.00; (No General Fund Impact) (Future of Public Health); approved as to form by County Counsel.

4) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Feather River Community College District, Public Health Clinic will provide Health Care Services to Feather River Community College students; effective July 1, 2024; not to exceed $15,000.00; (No General Fund Impact); approved as to form by County Counsel.

5) Approve and authorize Plumas County Public Health Agency to recruit and fill, funded, Extra-help Administrative Assistant I/II; (No General Fund Impact) Realignment Funds.

B. PROBATION

1) Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Probation and Ing Consulting inc. dba Ing Counseling, a Nevada Corporation, to raise the Not To Exceed (NTE) amount to $14,000.00 and extending the contract duration from March 1, 2024, to June 30, 2025; No General Fund Impact, contract to be paid out of state juvenile grant funding; approved as to form by County Counsel.

C. SHERIFF'S OFFICE

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Susanville Dental Care to provide dental services for inmates at Plumas County Correctional Facilities; effective July 1, 2024; not to exceed $75,000.00; (General Fund Impact) as requested in FY24/25 budget (70380 / 521980); approved as to form by County Counsel.

D. SOCIAL SERVICES

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Jump Technology Services for Adult Protective Service Software Program; effective July 1, 2024; not to exceed $10,017.00; (No General Fund Impact) State funds; approved as to form by County Counsel.

2) Approve and authorize Chair to sign and ratify an agreement between Plumas County Department of Social Services and Nola Brantley, a sole proprietor, doing business as Nola Brantley Speaks!; effective July 1, 2024 to December 31, 2024; not to exceed $15,000.00; (No General Fund Impact) State funds; approved as to form by County Counsel.

E. FACILITY SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and CreteCraft Concrete Construction for ADA upgrades at Gansner Park; Completion Date October 31 2024; not to exceed $26,216.00; (No General Fund Impact) Project is paid for by Prop68 2018 parks bond act per capita; approved as to form by County Counsel.

F. PUBLIC WORKS/ROAD

1) Approve and authorize the Chair to sign First Amendment to Agreement between the County of Plumas and Gridley Country Ford for heavy equipment repairs; increasing compensation by $21,000.00; (No General Fund Impact); approved as to form by County Counsel.

G. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Feather River Community College District serving mental health awareness and suicide prevention; effective July 1, 2024; not to exceed $15,000.00; (No General Fund Impact) Mental Health Services Act funds; approved as to form by County Counsel.

H. LIBRARY

1) Approve a one-day closure of the Chester Branch Library to allow branch staff to attend a required Trindel CPR/AED training at the Quincy Library on July 9th, 2024.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

1) Approve and authorize Chair to sign letter confirming Robert Thorman as Acting Manager Beckwourth CSA and Adopt **Resolution** to Designate the Authorize Representative; approved as to form by County Counsel; (No General Fund Impact); discussion and possible action. **Roll call vote.**

Motion: Approve and authorize Chair to sign letter confirming Robert Thorman as Acting Manager Beckwourth CSA and Adopt **Resolution No. 24-8929** to Designate the Authorize Representative; approved as to form by County Counsel; (No General Fund Impact); discussion and possible action. **Roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presents

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. CONVENE AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

1) Approve and authorize Chair to sign Agreement between Plumas County, a political subdivision of the State of California, by and through WALKER RANCH COMMUNITY SERVICES DISTRICT (WRCSD) and Sierra Water Management, Inc. for water and sewer system operations; effective July 1, 2024; not to exceed ($330,000.00); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign Agreement between Plumas County, a political subdivision of the State of California, by and through WALKER RANCH COMMUNITY SERVICES DISTRICT (WRCSD) and Sierra Water Management, Inc. for water and sewer system operations; effective July 1, 2024; not to exceed ($330,000.00); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presents
Supervisor McGowan comments

E. ADJOURN AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. OFFICE OF EMERGENCY SERVICES - Travis Goings

1) Adopt **RESOLUTION** Designation of Applicant's Agent Resolution for Non-State Agencies; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8928** Designation of Applicant's Agent Resolution for Non-State Agencies; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Travis Goings presents

B. BEHAVIORAL HEALTH - Sharon Sousa

1) Approve and authorize supplemental budget transfer(s) of $350,000.00 from 0014010/10100 Cash-Balance to Expense Accounts to cover the over-budget costs in professional services line item; (No General Fund Impact) approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of $350,000.00 from 0014010/10100 Cash-Balance to Expense Accounts to cover the over-budget costs in professional services line item; (No General Fund Impact) approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Che Shannon and Sharon Sousa present.

C. LIBRARY - Dora Mitchell

1) Approve and authorize Library to recruit and fill one extra-help Literacy Program Assistant I; (No General Fund Impact) grant funds received from California Library Literacy Services will cover this position.

Motion: Approve and authorize Library to recruit and fill one extra-help Literacy Program Assistant I; (No General Fund Impact) grant funds received from California Library Literacy Services will cover this position., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Library and Crescent Country Antiques for parking space; effective July 2, 2024; not to exceed (no monetary compensation); (No General Fund Impact) (no funds required); approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Library and Crescent Country Antiques for parking space; effective July 2, 2024; not to exceed (no monetary compensation); (No General Fund Impact) (no funds required); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. INFORMATION TECHNOLOGY - Gregory Ellingson

1) Approve and authorize Plumas County Information Technology to pay CDW-G, a non-contract invoice in the amount of Ninety Five Thousand, Six Hundred Six Dollars and Ninety Six Cents ($95,606.96) for VOIP Firewalls between the County and the State to provide services to Social Services ($5010.18), primary and secondary firewall replacements for the County network ($12,978.78) and 5-year Meraki licensing for continued service of the County network (77,618.00); (General Fund Impact) use of budget line item (2022052/529851), $17,988.96 of which will be covered by I.T. ARPA funds; discussion and possible action.

Motion: Approve and authorize Plumas County Information Technology to pay CDW-G, a non-contract invoice in the amount of Ninety Five Thousand, Six Hundred Six Dollars and Ninety Six Cents ($95,606.96) for VOIP Firewalls between the County and the State to provide services to Social Services ($5010.18), primary and secondary firewall replacements for the County network ($12,978.78) and 5-year Meraki licensing for continued service of the County network (77,618.00); (General Fund Impact) use of budget line item (2022052/529851), $17,988.96 of which will be covered by I.T. ARPA funds; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Greg Ellingson presents

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

No Report Provided

6. BOARD OF SUPERVISORS

A. Receive Grand Jury Report, State Controller's Office; discussion and possible direction to staff.

Interim County Counsel states 60 day for elected officials, and 90 days for the Board of Supervisors for responses.
Kevin Tutrna comments
Supervisor McGowan comments
Supervisor Engel comments
Zoom caller comments
Supervisor Goss makes a motion to review the Grand Jury Report and bring the item back on August 6, 2024, for further review and discussion, seconded by Supervisor McGowan
this item will be brought back on August 6, 2024.

B. CORRESPONDENCE

Supervisor Goss received correspondence regarding Rainbow Family Gathering, 4th of July week, concerns regarding the heat index and cooling centers.

Supervisor Hagwood received correspondence regarding the County not being able to work together.

Supervisor Engel received correspondence regarding Rainbow Family Gathering, grasshoppers, and illegal camping

Supervisor McGowan received correspondence regarding Rainbow Family Gathering, and the County not being able to work together and quit the "bickering"

Supervisor Ceresola received correspondence regarding the Portola Railroad Museum on 7/10/2024

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

This item was taken up during Correspondence

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation - Information Technology Director (Board Only)

B. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy

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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

8. ADJOURNMENT

Adjourned meeting to Tuesday, July 9, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 9, 2024

STANDING ORDERS

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Public Comment Opportunity/Written Comment

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Sheriff Johns led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood has requested that Item 3.C.1 & item C from Closed Session be removed 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.

Pastor George offered a short prayer
Corrine Z. commented to the Board regarding 4th of July weekend concerns about illegal camping and parking in residential neighborhoods.
Linda Judge read a letter to the Board https://plumascounty.us/ArchiveCenter/ViewFile/Item/18361

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile (Clerk-Recorder Registrar of Voters) updated the Board on issuing 53 marriage licenses. Her office does require appointments. Elections on July 15, 2024, beginning of the filing period for the November 5, 2024, General Election. She also comments on informing the public to make sure that addresses are current for ballot mailings.

Jennifer Langston (Chief Code Enforcement Officer) updated the Board on th 4th of July weekend events. https://plumascounty.us/ArchiveCenter/ViewFile/Item/18362

Martee Nieman (Auditor-Controller) gave HR and her staff recognition for working on the 4th of July to ensure that the payroll was processed.

Sheriff Johns gave his staff recognition for a job well done during the 4th of July weekend.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Lara Wheeler updated the Board on produce safety tips, AFWD grants, CBDG Business grants for equipment $10,000. There will be a workshop on July 24 in the DFC office in Greenville from 5-7pm.

C. US FOREST SERVICE

Report and update.

Sheriff Johns updated the Board on pulling out the Incident Management Team. Six Forest Service Law Enforcement Officers are still working up there with the Rainbow Family Gathering. Issued 115 citations, 153 warnings, and 7 arrests.
Supervisor Ceresola recognizes the Forest Service and PCSO, and CHP for their efforts in mitigating the Rainbow Family Gathering.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

Martee Nieman Auditor-Controller updated the Board on having a meeting with Client First and with CAO Lucero. She also stated that her office is planning on going "live" with Munis payroll on January 1, 2025.

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.

Julie White Treasurer-Tax Collector, updated the Board on working on the investment policy that needs to have changes made. She is working with Sympro despite what the Grand Jury states. Interest payments are up-to-date. TOT recently had a problem with megabytes.

F. FINANCIAL/AUDIT REPORT

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

No Report Provided

2. CONSENT AGENDA

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

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

A. PROBATION

1) Approve and authorize Chair to sign an agreement between Plumas County Probation and DeMartile Automotive Inc, a California Corporation; effective July 1, 2024; not to exceed $12,000.00; (General Fund impact) up to $2,000.00 as approved in the (FY24/25) recommended budget (2040052-520902), approved as to form by County Counsel.

B. OFFICE OF EMERGENCY SERVICES

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and Berry Enterprises, Inc doing business in California as Sierra Electronics to provide primary maintenance and repair for the fire repeaters throughout Plumas County; effective July 1, 2024; not to exceed $40,000.00; (General Fund Impact) as approved in (FY24/25) recommended budget; approved as to form by County Counsel; discussion and possible action.

C. AUDITOR-CONTROLLER

1) Authorize Auditor/Controller to allow extra-help employee #101662 to work more than 29 hours per week as needed for July and August 2024. Not to exceed 1560 hours per 12-month period from November 1-October 31, 2024.

3. DEPARTMENTAL MATTERS

A. PROBATION - Keevin Allred

1) Accept the Recommendation from the Executive Committee of the Community Corrections Partnership (CCP) to approve a temporary rollover Public Safety Realignment Budget, in the amount of $1,223,809 for the 2024-2025 fiscal year, to ensure continuity of services, and to be revised at a later date.

Motion: Accept the Recommendation from the Executive Committee of the Community Corrections Partnership (CCP) to approve a temporary rollover Public Safety Realignment Budget, in the amount of $1,223,809 for the 2024-2025 fiscal year, to ensure continuity of services, and to be revised at a later date., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Miguel Herrera presented.

B. HUMAN RESOURCES - Debra Lucero

1) Adopt **RESOLUTION** County of Plumas regarding salary and benefits of Non-Represented Undersheriff Job Classification; (General Fund Impact) as approved in the (FY24/25) recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8930** County of Plumas regarding salary and benefits of Non-Represented Undersheriff Job Classification; (General Fund Impact) as approved in the (FY24/25) recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
CAO Lucero presented
Supervisors Goss and Engel commented.

2) Adopt **RESOLUTION** adopting Plumas County's Pay Schedule; (General Fund Impact) as approved in the (FY24/25) recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8931** adopting Plumas County's Pay Schedule; (General Fund Impact) as approved in the (FY24/25) recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
CAO Lucero presented.

C. SOLID WASTE - Sean Graham

1) **PUBLIC HEARING:** Adopt a **RESOLUTION** Establishing A Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 1 (Operated by Feather River Disposal); No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: PUBLIC HEARING: Adopt a **RESOLUTION No. 24-8932** Establishing A Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 1 (Operated by Feather River Disposal); No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sean Graham presented
Chair Hagwood opened the Public Hearing. There were no verbal comments and two letters opposing the increase received before the hearing. Chair Hagwood closed the Public Hearing.

2) **PUBLIC HEARING:** Adopt a **RESOLUTION** Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2 (Operated by Intermountain Disposal); (No General Fund impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: PUBLIC HEARING: Adopt a **RESOLUTION No. 24-8933** Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2 (Operated by Intermountain Disposal); (No General Fund impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote.** , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sean Graham presented.
Chair Hagwood opened the Public Hearing. There were no public comments on this item.
Chair Hagwood closed the Public Meeting

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

5. BOARD OF SUPERVISORS

A. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on August 6, 2024; discussion and possible action.

Motion: Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on August 6, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21–8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on September 10, 2024; discussion and possible action.

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21–8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on September 10, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on September 10, 2024; discussion and possible action.

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on September 10, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. CORRESPONDENCE

Supervisor Goss received correspondence regarding the Taylorsville 4th of July Parade had a record turn-out.

Supervisor Hagwood received correspondence regarding county relationships, and the Rainbow Family Gathering.

Supervisor Engel received correspondence regarding illegal camping, and there was a big turn-out at the Graeagle 4th of July parade.

Supervisor McGowan received correspondence regarding emails from constituents regarding county relationships and not getting along. Chester 4th of July Parade was a great time.

Supervisor Ceresola received correspondence regarding the grasshoppers, and heat/drought concerns. Has a meeting with the AG Commissioner.

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

Reported by Supervisor McGowan regarding matters related to County Government and include meeting with Rob Thorman to go over projects in Chester and county roads.

Reported by Supervisor Engel regarding matters related to County Government and included he will be going to see the "Big Boy" steam engine tomorrow in Portola.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public employee appointment or employment - Environmental Health Director (Board Only)

B. Personnel: Public Employee Performance Evaluation - Information Technology Director

C. Conference with Legal Counsel, Claim Against the County filed by Gwenneth O'Hara received July 3, 2024.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, July 16, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 16, 2024

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Supervisor McGowan led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Goss has requested that Item 4.B be removed from the agenda.
Supervisor McGowan made comments
Interim County Counsel comments

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.

Clint Koble commented to the Board on the County Budget and all Departments working together, stating that public letters and emails are taking the place of meetings.
No public comments on Zoom

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Travis Goings (Risk Manager) updated the Board on being awarded a grant for the ARP process, which should go into effect by summer 2026.
Cindie Froggatt (Assessor) handed out a letter to the Board regarding the Tax Roll.
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18377
CAO Lucero requests that the Assessor agendize this item for a date in August, so that the public can become more aware.
Supervisor McGowan comments.
Tracey Ferguson (Planning Director) comments regarding Wildfire recovery funds.
Tracey Ferguson updates the Board on Dixie Fire Grant online tool, business equipment and supplies, operating capitol this is up to a $20,000.00 grant. Workshop at the DFC office in Greenville on 7/24/2024.
Public Hearing regarding Walker Mine demolition permit zone R-10 rules. Public Hearing on June 20, 2024. There will be meetings on 7/22 at 3pm, and 8/12 at 3pm at 555 Main Street.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

Patrick Jospeh updated the Board on the 3rd Saturday meeting in July is canceled due to Gold Digger Days. The next meeting will be held on August 17, 2024. His office reached out to Congressional representatives Kiley's office regarding the Greenville Post Office, taking a while to reopen.
Lara Wheeler comments
Tracey Ferguson (Planning Director) comments regarding two Ordinances that she needs to bring to the Board.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble presented a slide show to the Board on recent events in Plumas County.
Supervisor McGowan comments.

1) Receive a presentation via Zoom from Lisa Strange, California Department of Insurance regarding the Fair Plan.

Lisa Strange presents this item via Zoom to the Board.

C. US FOREST SERVICE

Report and update.

No Report Provided.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero updated the Board that she is meeting with Client First today.

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.

No Report Provided

F. FINANCIAL/AUDIT REPORT

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

No Report Provided.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor -

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

A. PROBATION

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and Plumas Rural Services, a California Non-Profit Corporation for the Batterer's Intervention Domestic Violence program; effective July 1, 2024; not to exceed $22,400.00; (No General Fund Impact) service invoices will be paid through SB678, a state-funded probation grant; approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and BI Incorporated, a Colorado Subsidiary of the GEO Group Inc (GEO), DB in California as BI Correctional Services Incorporated, a Colorado Corporation for electronic monitoring services; effective July 1, 2024; not to exceed $49,000.00;(No General Fund Impact) State funded Probation grants; approved as to form by County Counsel.

B. PUBLIC WORKS/ROAD

1) Approve and authorize Chair to sign Amendment No. 4 to Agreement between Plumas County Public Works and Consor North America for work on the Graeagle-Blairsden Bridge project, Inc. extending performance period to July 31, 2027; (No General Fund Impact); approved as to form by County Counsel.

C. PLANNING

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Michael Baker International, Inc. to provide services in assisting with the Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program-Coronavirus, Aid Relief, Economic Security Act CDBG-CV2-3 (CARES Act) small business grant program guidelines and implementation; effective March 4, 2024; not to exceed $70,000; (No General Fund Impact) CARES Act grant funded; approved as to form by County Counsel.

D. CLERK OF THE BOARD OF SUPERVISORS

1) Approve the Meeting Minutes for all meetings held in June 2024, as submitted.

3. DEPARTMENTAL MATTERS

A. SOCIAL SERVICES - Debbie Wingate

1) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1.0 FTE Staff Services Specialist; vacancy due to retirement; (No General Fund Impact) Federal State and Realignment Funding.

Motion: Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1.0 FTE Staff Services Specialist; vacancy due to retirement; (No General Fund Impact) Federal State and Realignment Funding., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Debbie Wingate presents

B. SHERIFF'S DEPARTMENT - Todd Johns

1) Approve a sales proposal between the Plumas County Sheriff's Office and Sierra BMW Motorcycle for the fixed asset purchase of two Beta Explorer Hunter Electric Motorcycles; total not to exceed, including DMV fees paid locally, $13,500. (No General Fund Impact) Title III Funds will be used for this purchase; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve a sales proposal between the Plumas County Sheriff's Office and Sierra BMW Motorcycle for the fixed asset purchase of two Beta Explorer Hunter Electric Motorcycles; total not to exceed, including DMV fees paid locally, $13,500. (No General Fund Impact) Title III Funds will be used for this purchase; discussion and possible action. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Interim County Counsel states that this item was approved by their office.
Sheriff Johns presents
Supervisor McGowan comments

C. INFORMATION TECHNOLOGY - Gregory Ellingson

1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Plumas-Sierra Telecommunications; effective July 2, 2024 (3-year contract); not to exceed $111,780; (General Fund Impact) as approved in the (FY24/25) recommended budget (2022052/520203); approved as to form by County Counsel (2021 MSA); discussion and possible action..

Motion: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Plumas-Sierra Telecommunications; effective July 2, 2024 (3-year contract); not to exceed $111,780; (General Fund Impact) as approved in the (FY24/25) recommended budget (2022052/520203); approved as to form by County Counsel (2021 MSA); discussion and possible action.., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Greg Ellingson presents
Clint Koble comments

D. PLANNING - Tracey Ferguson

1) Approve and authorize Chair to sign an agreement between Plumas County and Mintier Harnish, LP for professional services regarding the Plumas County 2021 Wildfires Long-Term Recovery Plan document assembly, formatting, and design; effective July 16, 2024; not to exceed $65,000; (No General Fund Impact) HCD/CDBG grant funds; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County and Mintier Harnish, LP for professional services regarding the Plumas County 2021 Wildfires Long-Term Recovery Plan document assembly, formatting, and design; effective July 16, 2024; not to exceed $65,000; (No General Fund Impact) HCD/CDBG grant funds; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Tracey Ferguson presents
Supervisor McGowan comments

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero reported to the Board that deadlines are coming up on August 15, 2024,. The Auditor-Controller provides updated fund balances needs to the Budget Officer. September 6, 2024, Supplemental Budget with updated fund balances made available to the public.

B. Request to use PG&E Settlement Funds to cover Dixie Fire related expenses in FY23 and FY24 in CAO Professional Services (2003052/521900) and General Services Professional Services (2002052/521900).

This item was pulled at the request of Supervisor Goss.

5. BOARD OF SUPERVISORS

A. PG&E Dixie Fire Settlement Funds; discussion and possible action.

Supervisors Goss, McGowan commented
Kristy Gorbet comments
Lara Wheeler comments
CAO Lucero comments
Travis Goings comments
Clint Koble comments
Patrick Jospeh comments
Tracey Ferguson comments
Adam Cox comments via Zoom
After discussion, Supervisor Goss made a motion to form a collaborative AD HOC committee, Supervisor McGowan second. Also noted in the motion that Supervisor Goss would be Chair and Supervisor McGowan would be Vice Chair. It was also noted that this committee will make monthly updates to the Board on the agenda.

B. CORRESPONDENCE

Chair Hagwood read the following letter into the record. https://plumascounty.us/ArchiveCenter/ViewFile/Item/18378

Supervisor Goss received correspondence regarding manufactured homes ready to go to be shipped up and Caltrans has restrictions on I-80. They are working through the issues.

Supervisor Hagwood received correspondence regarding Code Enforcement.

Supervisor Engel received correspondence regarding seeing the Big Boy train, 2000 tickets were sold for this event.

Supervisor McGowan received correspondence regarding County etiquette.

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

Reported by Supervisor Goss regarding matters related to County Government and included attending an Abandoned Vehicle meeting.

Reported by Supervisor Ceresola regarding matters related to County Government and including air quality, waterboards, and road repairs on A23-24.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation - Planning Director (Board Only)

B. Personnel: Public employee appointment or employment - Environmental Health Director (Board Only)

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

D. Conference with Legal Counsel: 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)

Chair Hagwood reported there was no reportable action taken during closed session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, August 6, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

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

MEETING MINUTES

ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 25, 2024

STANDING ORDERS

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

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

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

Public Comment Opportunity/Written Comment
Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction listed on this notice of Special Meeting. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Travis Goings led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

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

George Tarlton offered a short prayer.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Travis Goings (OES/Risk Manager) updated the Board on activating the Emergency Operations Center (EOC) on Monday, July 22, 2024. He also stated there is a shelter at Quincy High School. They currently have 44–45 people there. The footprint of the fire hasn't changed, Air Ops continues to work at night to try and get a hold of the fire. Animal Control has been very busy with taking animals into the shelter.
The City of Portola may declare a City-Wide local emergency due to the Gold Complex Fire.
All Supervisors thanked Travis for his efforts and assistance during this time.

1. BOARD OF SUPERVISORS

A. Adopt **RESOLUTION** Ratifying the Proclamation of a County-Wide Local Emergency due to wildfires significantly impacting communities in Plumas County; discussion and possible action. **Roll Call Vote**

Motion: Adopt **RESOLUTION No. 24-8935** Ratifying the Proclamation of a County-Wide Local Emergency due to wildfires significantly impacting communities in Plumas County; discussion and possible action. **Roll Call Vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Absent: Supervisor McGowan

B. Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas delegating emergency contracting authority to the County Purchasing Agent pursuant to Government Code Section 25502.7 and relating to the Gold Complex Fire; discussion and possible action. **Roll Call Vote**

Motion: Adopt **RESOLUTION No. 24-8936** of the Board of Supervisors of the County of Plumas delegating emergency contracting authority to the County Purchasing Agent pursuant to Government Code Section 25502.7 and relating to the Gold Complex Fire; discussion and possible action. **Roll Call Vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Absent: Supervisor McGowan

2. ADJOURNMENT

Adjourned meeting to Tuesday, August 6, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kristina Rogers, Paralegal III/Deputy Clerk of the Board**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County and Linda Judge, Public Defender for LPS/Probate Conservatorships; effective July 1, 2024; not to exceed $2,000.00 per month or $24,000.00 per year; (General Fund Impact) as approved in (FY24/25) recommended budget (20320 / 525900); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County and Linda Judge, Public Defender for LPS/Probate Conservatorships; effective July 1, 2024; not to exceed $2,000.00 per month; (General Fund Impact) as approved in (FY24/25) recommended budget (20320 / 525900); approved as to form by County Counsel.

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

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

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

People who are the subject of a probate of LPS conservatorship are entitled to have an attorney appointed to represent them at County expense if they cannot afford to pay for a private attorney. Since representation in Public Guardian/Conservatorship cases is excluded from the current Public Defender contracts, Plumas County has separately contracted for such services with a local attorney, Linda Judge. Ms. Judge is willing to continue to provide such services.

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

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Linda Judge, Public Defender for LPS/Probate Conservatorships; effective July 1, 2024; not to exceed $2,000.00 per month; (General Fund Impact) as approved in (FY24/25) recommended budget (20320 / 525900); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in (FY24/25) recommended budget.

Attachments:

1. LJ Contract 24-25 FINAL

LEGAL SERVICES AGREEMENT

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

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

NOW, THEREFORE, the parties agree as follows:

1. **TERM**. The term of this Agreement commences July 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2024, to the date of approval of this Agreement by the Board of Supervisors. This contract replaces and supersedes any existing contracts between these parties for the services outlined in section 2(A).

2. **LEGAL SERVICES**. Attorney will provide the following services:

   A. Attorney shall represent conservatees as appointed by the Court through all trial court proceedings in Welfare and Institutions Code Section 5365, and Probate Conservatorships where the Public Guardian is appointed as the Conservator.

   B. Attorney may accept appointment of conservatorships under Probate Code Sections 1470, 1471, 1823(b)(6) and 1826(g) actions up to the appointment of appellate counsel, if applicable. Attorney may also accept appointment in guardianship and dementia cases in the same capacity. When Attorney accepts appointment under Probate Code sections 1470 and 1471, Attorney shall submit a draft order to the Court so the Court can make the necessary orders to allow the County to pay under Probate Code section 1472. Attorney is aware that the County can only pay Attorney for cases under Probate section 1471, and section 1470(c)(3). Attorney will also maintain records to allow the County to seek reimbursement from the estate.

   B. Attorney shall appear at all hearings, upon notice by the Public Guardian or County Counsel of such hearings.

   C. When an L.P.S. or Probate conservatorship is set for a hearing or

reappointment, Attorney shall meet with each conservatee living in Plumas County, at least thirty (30) days prior to the court date to explain to the client his/her options and explain the court procedure. Public Guardian or Mental Health staff will assist in providing transportation for in-town and out-of-town clients and meeting space, if requested by Attorney.

D. Attorney shall notify Public Guardian and/or Behavioral Health staff at least two (2) weeks in advance of the hearing as to the conservatee's wishes with regard to his/her court hearing so that staff can arrange transportation and be ready to accompany conservatee to court, if so requested.

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

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

G. Attorney shall comply with all certification, insurance, and education requirements as outlined in Ca Rules of Court 7.1105 for the duration of the contract.

3. **INDEPENDENT CONTRACTOR**. Independent Contractor: a) Attorney is an independent contractor and not an agent, officer, or employee of County. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association; b) Attorney shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence; and c) Attorney is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

4. **STATEMENTS AND COMPENSATION**. Attorney shall provide a monthly invoice to the Plumas County Counsel's Office, 520 Main Street, Room 115,

Quincy, CA 95971 which shall include a statement as to caseload information and the number of hours spent on each case per month. Attorney's statement shall contain sufficient information and detail to support an application pursuant to Probate Code section 1472 and 2647 for the determination of the ability to pay attorney's fees by the conservatee or the conservatee's estate.

Where the conservatee's estate appears sufficient, County will initiate the applications pursuant to Probate Code sections 1472 and 2647 to determine the conservatee's ability to pay Attorney's fees and shall include 1) a request that the County be reimbursed for fees paid to Attorney, and 2) that Attorney be allowed a reasonable fee at the customary rate of $150.00 per hour, less any amounts paid by County.

Attorney shall be compensated at the rate of Two Thousand and No/100 Dollars ($2,000) per month. For Welfare and Institutions Code Section 5365, and Probate Conservatorships where the Public Guardian is appointed as the Conservator, in the case of a contested trial lasting more than two days, commencing on the third day Attorney will be compensated at $150 per hour. To the extent that work on guardianship and dementia cases exceeds 20 hours in any given calendar month, Attorney will be entitled to compensation in the amount of $150 per hour for excess hours worked.

5. **INDEMNIFICATION.** Each party shall indemnify, defend, and hold harmless the other party, their officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from the negligent acts, willful acts, or errors or omissions of that party, or that party's employees, subcontractors, or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.

6. **INSURANCE**. The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least $100,000 per claim and $300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for the work covered under this contract increase substantially, the Attorney may notify the CAO to open the contract to discuss an increase in compensation only to cover those cost increases. Contractor is aware of his duty to disclose lack of professional liability insurance under Rules of Professional Conduct, Rule 3-410.

7. **REPRESENTATION.** The Attorney agrees not to take on representation/ assistance in conservatorship cases covered by this contract outside of this contract while the contract is in effect, and any current cases where the Attorney currently provides assistance or legal advice, the Attorney agrees not to become

an attorney of record and to discontinue any assistance or representation should a conflict arise.

8. **CHOICE OF LAW.** The laws of the State of California shall govern this agreement.

8. **TERMINATION**. Either party may terminate the terms and conditions of this Agreement upon written notice in a timely manner, provided that Attorney will not cease to represent clients until and unless relieved of appointment by the Superior Court.

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

_____

Greg Hagwood, Chair,
Board of Supervisors
Date: _____

ATTEST:

_____

Allen Hiskey, Clerk of the Board

ATTORNEY

Linda Judge

Linda Judge, Attorney at Law
PO Box 1464
Blairsden, CA 96103
Date: 7/25/24

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

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

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

MEETING DATE: **August 6, 2024**

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Roundhouse Council, a community-based non-profit organization providing language and cultural activities and education and resource support to Native American youth, families, and elderly in Plumas County effective July 1, 2024; not to exceed $95,000.00; (No General Fund Impact) Mental Health Services Act Funding, approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Roundhouse Council, a community-based non-profit organization providing language and cultural activities and education and resource support to Native American youth, families, and elderly in Plumas County effective July 1, 2024; not to exceed $95,000.00; (No General Fund Impact) Mental Health Services Act Funding, approved as to form by County Counsel.

Background and Discussion:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Roundhouse Council. Roundhouse Council is a community-based non-profit organization dedicated to providing language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County. This program focuses on reducing negative outcomes that may result from untreated mental illness, including school failure, suicide, and prolonged suffering.

Action:

Approve and authorize Chair to ratify and sign agreement between Plumas County Behavioral Health and Roundhouse Council.

Fiscal Impact:

No General Funds Impact. Mental Health Services Act Funding supports this program.

Attachments:

1. 4673_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 **Roundhouse Council, Inc.**, a California non-profit 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 ninety five thousand dollars ($95,000). Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

3. Term. The term of this Agreement commences July 1, 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 thirty (30) days written notice to the other party.

   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.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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

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

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

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

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

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Mary Joseph, Executive Director
Roundhouse Council, Inc.
PO BOX 217
Greenville, CA 95947

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

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

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

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

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

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

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

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

30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Roundhouse Council, Inc. a California non-profit corporation

By: Danny Manning
Name: Danny Manning
Title: Chief Executive Officer
Date signed:

By: Lorena Gorbet
Name: Lorena Gorbet
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: Sharon R. Sousa, CMFT
Name: Sharon Sousa
Title: Behavioral Health Director
Date signed: 04/19/2024

APPROVED AS TO CONTENT:

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

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 ROUNDHOUSE COUNCIL, INC., referred to herein as Business Associate ("BA"), dated July 1, 2023.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

f. **Electronic Health Record** shall have the meaning given to such term in the 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 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 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: Danny Manning

Title: Chief Executive Officer

Address: PO Box 217
Greenville, California, 95947

Signed: Danny Manning

Date: 5-20-24

EXHIBIT A - SCOPE OF WORK

Roundhouse Council – Native Youth, Family, and Elders Prevention Program

Roundhouse Council is a community-based non-profit organization dedicated to providing language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County. This program focuses on reducing negative outcomes that may result from untreated mental illness, including school failure, suicide, and prolonged suffering.

Youth Activities

Roundhouse Council will work with local Native youth, providing them afterschool, weekend, and summer programming. Youth are offered Language, Traditional Dance, Handgame practice, along with youth prevention strategies, such as wellness groups and teen activity nights, as well as Native-specific mental illness stigma and discrimination reduction strategies. When appropriate, the organization provides a means for warm referral to other agencies, including Plumas County Behavioral Health, for its participants and their families.

Wellness Groups

Roundhouse Council will partner with two main facilitators who travel regularly to Indian Valley from out of county. Roundhouse Council's Cultural Coordinator will assist current facilitators during their groups, optimizing the effectiveness of these interactions, measuring attendance and collecting participant demographics, and moderating communication among participants and community members.

Roundhouse Council staff has made connections with other tribes and villages and will invite them to visit and share their knowledge with our students on a one on one basis and in a group setting - these individuals will visit this program site multiple times over to impart generational and tribal knowledge.

Staff will continue to reach out to Native individuals who have experience working with Native youth programs and who would like to offer their knowledge to assist in our current youth programs. The skill level of these facilitators ranges in program knowledge geared towards Native American people and the different ways they interpret and internalize information that pertains to mental, physical and spiritual wellness: White Bison, 12-step programs, *Fatherhood and Motherhood Is Sacred*, Sacred Native Institute's *Healthy Relationships,* and *Tobacco Is Sacred, Drugs and Alcohol Are Not Traditional,* are a few programs these facilitators are trained to provide.

These are family-oriented programs that can be formulated to focus on youth and multi-generational participants. The importance of reaching out to different individuals and inviting them to participate in this program helps to keep the program new for returning participants, while continuing to bring in the facilitators who have already built rapport with them.

Staff has reached out to the local Tribal TANF office in Greenville to partner on creation of wellness-focused groups; this is an opportunity to reach more Native people in the community who may not currently participate in Roundhouse Council programs and will allow Roundhouse facilitators to partner with other Native American educators utilized by the TANIF program to create future events and programs designed specifically for Native youth.

Skill Building

Roundhouse facilitators will continue to work with local youth on traditional dance, hand-games, and Native language. These lessons are taught and retaught to assist youth in retaining the cultural curriculum to pass the teachings on to others in their families and communities for those who didn't have this opportunity, and as a legacy for the next generation of Native children. Roundhouse Council will invite additional facilitators to share their unique talents with student participants, such as their ability to make dance regalia. Dance regalia can take years to make: the work that goes into dance regalia is time consuming and tedious. There are many individual pieces that need to be made in order to create a full dance outfit.

Many of these pieces are made with natural materials and need to be treated as live spirits; part of the teachings of making one's own dance *Rigens*, another term for regalia, is that they must make them in a good way, because the emotions one feels while creating the dance Rigens is what one puts into the feathers, requiring the participant to want to feel happy in order for the Rigens to offer up good prayers. Creating one's own dance Rigens also demonstrates the owner's sense of pride in self and teaches patience.

Language Program

There was a time in Native American History when tribes were not allowed to speak their language or practice their religion; practices that were punishable by death. The traditional teachings that RC is able to share with Native youth was passed down by Elders who retained the teaching of prior generations who practiced in fear of what could happen should they get caught. To be able to continue what RC has started with Native youth is a blessing from their Creator and is a solemn responsibility.

Roundhouse Council's Language program was born out of long-held recordings of local Elders who spoke the Maidu Language. Together with these recordings, the Maidu dictionary, and primary sources online and in the Berkeley Archives, RC and its educators have been able to start a language program.

The facilitators have used these recordings and created lesson plans for the Language group. This has been an ongoing learning process for the youth who participate in the Language group. Unfortunately, Maidu is not the first Language of RC participants, and without regular practice by RC's Language group, it will not survive for this and subsequent generations.

Gatherings of Native Americans

Roundhouse Council will plan and host a GONA, or Gathering of Native Americans, each year of the Plan; this is where collaboration and partnerships with other Native programs will be beneficial: during a GONA the need for multiple facilitators is required for the breakout sessions and to assist if needed when the conversation intensifies, for the potential of one-on-one counseling, when needed. Roundhouse Council has observed that many Native adults are not as

willing to participate in weekly groups, but they are willing to participate in occasional functions, such as a GONA, Big Time or Handgame Tournament.

GONAs are intended to provide tools for emotional, spiritual and physical wellness and subject matter can be based around issues that are important to youth, adults and multi-generations.

Big Times are also Gatherings of the people and are an opportunity for Native communities to gather to Dance and Pray for the people. A Big Time will be held for a few hours or many days: some Big Times are just for an opportunity to be social with other groups, while others are spiritual.

Handgame tournaments are a Traditional game that is believed to have been around since the beginning of time. The game has since been modernized and Tournaments now are played for money prizes, while for prior generations, play was for merchandise, such as tools or jewelry.

While Handgame tournaments are incentivized with prizes, the game is deeply rooted in the ritual of play and connected through time singing the same songs. The songs are unique to people's Tribal areas but have been shared along the Handgame Circuit.

GONAs, Big Times, and Handgame Tournaments are traditional ways for Native People to come together to share their common history and culture. These events highlight Tribal commonalities and differences drawing on the strengths that all Tribal people share: the love of their culture and the motivation to preserve it for future generations.

Family Night Dinners and Elder Luncheons

During the next three years, Roundhouse Council will continue to work with students on culturally specific programs focusing on Tribal youth's mental, physical and spiritual wellness. Roundhouse Council will continue to meet the needs of the community by hosting bi-weekly Family Night dinners and monthly Elders' Luncheons.

While these meals help to supplement participating families' monthly food budgets, especially for struggling families who receive county aid, such as food stamps, they provide opportunities for Roundhouse Council leaders to assess wellbeing and to provide outreach when needed.

During family nights, the community members play games, tell stories, watch movies, or just visit. This allows Native families to stretch their monthly food budgets and have a break from cooking. Family night dinners offer a time for families to socialize in a safe and welcoming environment, while participating in activities that focus on harm reduction and are drug and alcohol free.

The Elders' Luncheons serve Elders from Indian Valley and Quincy. This has been a longtime function of Roundhouse Council, and it provides an opportunity for Native Elders to get out of their homes and visit amongst each other. No activities are planned during this time because the Elders would rather chat with each other and socialize about the "good ol' days." Before everyone goes home the staff likes to share program schedules, in case any of the Elders would like to join Language group activities, family night dinners, cultural field trips, or offer to share their lived experience and knowledge during youth wellness groups.

Program Participants and Outcomes

Roundhouse Council anticipates serving a minimum of 20 youth and 20 adults each year during the three-year MHSA program. Proposed outcomes include the following:

- 100% of those participating in Multi-Generational Wellness programs will have an increased knowledge of and connection to Native American culture, traditions, skills and language
- 100% of those participating will have increased connections to supports and linkages to services that may identify early signs of a mental illness, reducing mental health disparities among Native American families and decreasing prolonged suffering, suicide, and school failure
- 100% of those participating will receive timely access to supports and will experience reduced perceptions of stigma and discrimination in seeking and receiving mental health services
- All participants will have an increased sense of connection to family and community

Roundhouse Council will use sign-in sheets to show participation. Participation is voluntary and to have continual participation shows success of the program, along with feedback from the facilitators. Evaluation forms will be filled out by group facilitators to indicate their perceptions of group progress and to indicate when changes or adjustments are required. There will also be check-ins with all participants on a quarterly basis to assess to what extent the participants perceive the groups are progressing and if they are needed.

The Executive Director of Roundhouse Council will be responsible to guide staff in collecting demographic and outcomes data for Plumas County Behavioral Health MHSA Program, including sexual orientation and gender identity information, as age appropriate. The Executive Director will prepare required program and outcomes reports and submit these upon the established timelines of the MHSA Program.

Roundhouse Council regularly seeks federal, state, foundation, and corporate grant funding to support and sustain programming. The agency utilizes grant writing services provided by the Lassen-Plumas-Sierra Community Action Agency as in-kind to their program for development and support of long-term sustainability.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices 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 **and** accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th 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.

Up to 10% of any category may be transferred for use in another category at the discretion of the Contractor. Any transfer greater than this amount requires written approval by Plumas County Behavioral Health.

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

D. Fee Structure:

Program Category	Description of Cost	Projected Amount
Cultural Program Coordinator	0.40 FTE Salary and Benefits	$24,000.00
Group Facilitator	Girls' youth group, young kids' group	$15,000.00
Group Facilitator	Language and boys' youth groups	$30,000.00
Group Facilitator	GONA or Big Time event	$8,000.00
Supplies	Materials for Rigen making, Beads, Student Craft supplies, Food for participant classes	$12,000.00
Travel	Out of county cultural events – GONAs,	$6,000.00

	dances, and Big Time	
Total for FY 22-23		**$95,000.00**

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

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

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

MEETING DATE: **August 6, 2024**

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District to work in partnership to address the needs of students and their families by providing school-based mental health prevention and early intervention services. Effective July 1, 2024; not to exceed $251,932.00; (No General Fund Impact) Mental Health Service Act Funds provide for this program; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District to work in partnership to address the needs of students and their families by providing school-based mental health prevention and early intervention services. Effective July 1, 2024; not to exceed $251,932.00; (No General Fund Impact) Mental Health Service Act Funds provide for this program; approved as to form by County Counsel.

Background and Discussion:

Plumas Unified School District to work in partnership to address the increasing needs of students and their families by providing school-based mental health prevention and early intervention services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District to work in partnership to address the needs of students and their families by providing school-based mental health prevention and early intervention services.

Fiscal Impact:

No General Funds Impact Mental Health Services Act will fund this program.

Attachments:

1. 4674_001

MHSA2425PUSD

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 Unified School District**, 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 two hundred fifty-one thousand, nine hundred thirty-two dollars ($251,932.00).

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.

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).

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.

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:

William Rodrick, Superintendent
Plumas Unified School District
50 Church 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

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

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

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

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

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

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

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

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

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

30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Plumas Unified School District, a political subdivision of the State of California

By:_____
Name: William Roderick
Title: Superintendent
Date signed:

By:_____
Name: Dave Keller
Title: Governing Board President
Date signed:

COUNTY:

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

By:_____
Name: Sharon Sousa
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

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

Attest:

By:_____
Name: Allen Hiskey
Title: Clerk, Board of Supervisors
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 UNIFIED SCHOOL DISTRICT referred to herein as Business Associate ("BA"), dated July 1, 2023.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

f. **Electronic Health Record** shall have the meaning given to such term in the 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 is 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 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: William Roderick

Title: Superintendent

Address: 50 Church Street
Quincy, California, 95971

Signed: William Roderick

Date: 04/9/2024

EXHIBIT A - SCOPE OF WORK

Plumas Unified School District – School-Based Mental Health Services and Multi-Tiered Systems of Support

Plumas Unified School District (PUSD) and Plumas County Behavioral Health (PCBH) have worked 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 PUSD 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 PUSD. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports.

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 Unified School District 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 PUSD include IEP (Individualized Education Plan) 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 PUSD 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. PUSD Early Intervention supports also include supports for family members of students, provided by or supported through Student Service Coordinators.

Deliverables:

- PUSD will provide referral to PCPH for all Tier III individuals for assessment and level of care determination.

- PUSD will provide up to 3.0 FTE for school based mental health services.
- PUSD will provide evidence-based Tier II interventions to students who are in need as determined by intervention teams (data collections and requests for assistance).
- PUSD will provide awareness activities on campuses physically and virtually through social media for suicide prevention as well as mental health awareness.
- PUSD 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. Examples of ways student might be receiving Tier II services may include: individual therapy or one on one meeting with student service coordinators, group sessions, small group interventions on the playground or in the classroom, daily/weekly/monthly check in check out etc.

Measurable outcomes:

- PUSD will improve timely access to mental health services for the underserved population of school children and youth. Site-based intervention teams meet 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. PUSD will be able to report out the number of students referred to mental health services across the district quarterly (see below for collection method).
- PUSD 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 shall meet monthly. Referrals are generated through the Request for Assistance process at each site and intervention team recommendations through data analysis on students.
- PUSD 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 PUSD at the quarterly reporting periods.
- PUSD 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. Examples of ways student might be receiving Tier II services may include: individual therapy or one on one meeting with student service coordinators, group sessions, small group interventions on the playground or in the classroom, daily/weekly/monthly check in check out etc.

Data collection methods:

- PUSD will utilize student database to extract demographic reporting of students served.

- PUSD will utilize intervention team data-based decision making to ensure identification of students in need of Tier II supports in each community.
- PUSD will report out the number of students within the district receiving Tier II mental health evidence-based supports. These numbers will be collected through intervention team meeting minutes by school site.
- PUSD 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.

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

Children and their families (0-15)	>1000
Transition Age Youth (TAY) (16-25)	>275
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 Unified School District
50 Church Street
Quincy CA 95971

Chester Elementary School
158 Aspen Street, Chester, CA 96020

Chester Junior/Senior High School
612 First Street, Chester, CA 96020

Greenville Elementary School
Greenville, CA 95947

Greenville Junior/Senior High School
Greenville, CA 95947

Quincy Elementary School
175 N. Mill Creek Road, Quincy, CA 95971
246 Alder Street, Quincy, CA 95971

Quincy Junior/Senior High School
6 Quincy Junction Road, Quincy, CA 95971

C. Roy Carmichael Elementary School
895 West Street, Portola, CA 96122

Portola Junior/Senior High School
155 Sixth Avenue, Portola, CA 96122

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 Unified School District, 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 PUSD 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. PUSD 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: Section14680, 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 and accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th 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		
Up to 3.0 FTE Behavioral Health Services Staff	100% salary and benefit cost	$251,932
Other Program Costs – In Kind)		
Supplies	Supplies, materials and incentives for awareness	$12,000

	months and PBIS awards	
Travel	Some travel may be necessary between communities	$2,000
Other	Certificated and classified engagement and support of PBIS implementation Tiers I & II	$48,900
Indirect	Administrative oversight of PBIS infrastructure and SSC's, tech support and equipment, fiscal staff support, facilities and maintenance support	$34,105
Total MHSA for Year 1		$251,932
PUSD In-Kind Expenditures		$97,005
Total Program Cost		$348,937

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

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

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

MEETING DATE: **August 6, 2024**

SUBJECT: **Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Butte County Department of Behavioral Health to allow out of county clients to enroll in a licensed Driving Under the Influence Program, and for Plumas County to implement a contract with the DUI Program Provider that the County is currently utilizing. Effective date of execution. (No General Fund Impact) MOU is non-financial; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Butte County Department of Behavioral Health to allow out of county clients to enroll in a licensed Driving Under the Influence Program, and for Plumas County to implement a contract with the DUI Program Provider that the County is currently utilizing. Effective date of execution. (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Butte County Department of Behavioral Health to allow out of county clients to enroll in a licensed Driving Under the Influence Program, and for Plumas County to implement a contract with the DUI Program Provider that the County is currently utilizing. Effective date of execution. (No General Fund Impact); approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Butte County Department of Behavioral Health to allow out of county clients to enroll in a licensed Driving Under the Influence Program, and for Plumas County to implement a contract with the DUI Program Provider that the County is currently utilizing. Effective date of execution. (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

No General Funds Impact. MOU is non-financial

Attachments:

1. 3595 FINAL

Mutual Aid Memorandum of Understanding
Between
County of Butte
And
Plumas County Department of Behavioral Health
FY 2024/25

1) INTRODUCTION:

The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative agreement between Plumas County Department of Behavioral Health, herein after referred to as **PLUMAS**, and the County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter refer to as **COUNTY**, to allow Out-of-County clients to enroll in a licensed Driving Under the Influence (DUI) Program, and for **PLUMAS** to implement a contract with the DUI Program Provider **COUNTY** is currently utilizing. **PLUMAS** and **COUNTY** may be collectively referred to as "PARTIES" and individually as a "PARTY."

2) PURPOSE:

Per Health & Safety Code 11837.2, a person is eligible to participate in a DUI Program if the program is operating in any of the following:

(A) The county where the person is convicted.
(B) The county where the person resides.
(C) A county that has an agreement with the person's county of residence pursuant to Health and Safety Code (HSC), Section 11838.

PLUMAS has advised **COUNTY** that **PLUMAS's** DUI clients will be unable to enroll in a local licensed DUI Program due to Program Closures in their county. To be in compliance with court orders and Department of Motor Vehicle (DMV) driver's license requirements, DUI clients are seeking alternative programs to enroll in.

DUI Program Closures create hardships for DUI clients, affecting their ability to apply for a restricted driver's license and extending the period for which their eligibility to receive full license reinstatement post-DUI Program completion.

DUI Program Closures place the public at risk for a higher number of DUI clients' recidivism, and DMV annual reports have validated DUI program attendance as a critical component of reduced recidivism in California.

COUNTY's current DUI Program(s) are able to provide services using Live Virtual Services, which opens the opportunity to serve Out-of-County clients.

3) TERMS AND CONDITIONS:

TERM:

The term of this MOU shall commence from Date of Execution through **June 30, 2025**. PARTIES agree that the accommodation of sharing DUI Program providers shall be

for a limited time not to exceed the term of MOU to allow **PLUMAS** opportunity to source a provider to operate a DUI Program for **PLUMAS** clients.

TERMINATION:

PARTIES may terminate agreement for any reason with thirty (30) days written notice.

REIMBURSEMENT:

MOU is non-financial. **PLUMAS** shall contract directly with DUI Program Provider for services.

CLIENT PRIORITY:

COUNTY's current DUI Program(s) have the available staff needed to take on additional clients and confirmed any additional DUI clients shall not affect **COUNTY's** DUI clients. Should a shortage of available staffing and services occur, it is agreed that **COUNTY** clients shall have priority. In the event of a shortage of staffing or services arise, **COUNTY** shall request that the DUI program increase staff and services as needed to accommodate the increased number of DUI clients being served.

NON-ASSIGNMENT:

Neither PARTY shall assign, transfer or subcontract this MOU nor their rights or responsibilities under this MOU without prior written consent of the other PARTY.

CONFIDENTIALITY:

PLUMAS shall maintain the confidentiality of all records and information, including, but not limited to, client records, and information, to the extent required by United States Code 42 (USC) 1320d et seq.; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and Code of Federal Regulations 42 (CFR) Part 2, to comply with the applicable requirements of the law(s), including any subsequent amendments thereto relating to protected health information and in accordance with Welfare and Institutions Code (W&I) Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of Out-of-County DUI clients protected information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. PARTIES shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. **PLUMAS** shall indemnify and hold harmless **COUNTY**, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by **PLUMAS**, its officers, employees, or agents.

INDEMNIFICATION::

PLUMAS agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release **COUNTY**, its officers, agents and

employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including **PLUMAS**, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by **PLUMAS** hereunder, whether or not there is concurrent negligence on the part of **COUNTY**, but excluding liability due to the active negligence or willful misconduct of **COUNTY**. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for **PLUMAS** or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. **PLUMAS** shall be liable to **COUNTY** for any loss of or damage to **COUNTY** property arising out of or in connection with **PLUMAS** negligence or willful misconduct.

NON DISCRIMINATION: During the performance of this MOU, PARTIES shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

RELATIONSHIP OF PARTIES: It is understood that this is a MOU by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

ENTIRE AGREEMENT AND MODIFICATION: This MOU contains the entire agreement of PARTIES relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both PARTIES.

ENFORCEABILITY AND SEVERABILITY: The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

4) NOTICES:

All notices, correspondence, reports and/or statements authorized or required by this MOU shall be addressed to the liaisons as follows:

PLUMAS: Sharon Sousa, LMFT- Behavioral Health Director
Plumas County Behavioral Health
270 County Hospital Rd #109
Quincy, CA 95971
gsanderson@pcbh.services
Phone: 530-283-6307
Fax: 530-283-6045

COUNTY: Melody Robinson- Assistant Director
3217 Cohasset Road
Chico, CA 95973
mrobinson@buttecounty.net
Phone: 530-891-2850
Fax: 530-879-3935

5) <u>VOLUNTARY PARTICIPATION:</u>

This MOU is a voluntary agreement between **PLUMAS** and **COUNTY**. By signing this MOU, PARTIES are evidencing their intent to abide by the terms of the MOU as described above.

Signature page follows

IN WITNESS WHEREOF, PARTIES hereto, by their duly authorized representative, have affixed their hands on the day and year first above written.

Scott Kennelly, LCSW- Director
Butte County Department of Behavioral Health

Date

Sharon Sousa, LMFT- Director
Plumas County Behavioral Health

Date

Sarah MacArthur, Deputy Director
Butte County General Services

Date

Reviewed for contract compliance, General Services Contracts Division

By: _____
Date

Approved as to form, Brad J. Stephens, Butte County Counsel

By: _____
Date

Approved as to form:
Craig Settlemire
Counsel

7/24/2024

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County** Behavioral Health and Butte County Department of Behavioral Health for hospital-based psychiatric inpatient services. Effective July 1, 2024 ; not to exceed $50,000.00; (No General Fund Impact) Federal and State funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Butte County Department of Behavioral Health for hospital-based psychiatric inpatient services. Effective July 1, 2024 ; not to exceed $50,000.00; (No General Fund Impact) Federal and State funding; approved as to form by County Counsel.

Background and Discussion:

Plumas County Behavioral Health and Butte County Department of Behavioral Health for hospital-based psychiatric inpatient services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Butte County Department of Behavioral Health for hospital-based psychiatric inpatient services. Approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact - State and Federal funding

Attachments:

1. 4677_001

REVENUE AGREEMENT
BETWEEN
COUNTY OF PLUMAS
AND
COUNTY OF BUTTE
FOR ACUTE PSYCHIATRIC INPATIENT CARE
FISCAL YEAR 2024-2025

This Agreement is made and entered into by and between County of **PLUMAS**, a political subdivision of the State of California, through its **PLUMAS** County Behavioral Health Services, hereinafter referred to as **PLUMAS**, and County of **BUTTE**, a political subdivision of the State of California, through its **BUTTE** County Department of Behavioral Health, hereinafter referred to as **BUTTE**, collectively referred to as PARTIES and singularly as PARTY.

RECITALS

PLUMAS seeks to extend to residents of **PLUMAS** County certain hospital-based psychiatric inpatient services which **BUTTE** is equipped, staffed, and prepared to provide under the terms and conditions set forth in this Agreement.

PLUMAS believes it is in the best interest of the people of **PLUMAS** County to provide these services by contracting for such services and facilities, and Parts of Title 9 of the California Administrative Code (as particularly set forth in Sections 500-594) and Section 5600 et seq. of the California Welfare and Institutions Code (W&I) contain definitions, standards, procedures, and regulations by and pursuant to which **PLUMAS** and **BUTTE** may lawfully contract for the provision of mental health services as hereinafter set forth in this Agreement. This Agreement initiates and is part of **PLUMAS**' obligation to provide psychiatric inpatient services under the Managed Care Plan (MCP) as promulgated by the State of California's Department of Health Care Services (SDHCS).

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, **BUTTE** and **PLUMAS** agree as follows.

A. SERVICES:

1. **Applicable Laws:**
   BUTTE shall provide the services prescribed in this Agreement in accordance with the California Mental Health Services Act (MHSA), as identified in Sections 5775 W&I, et seq., and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, SDHCS, Emergency Medical Treatment and Labor Act (EMTALA), which from time to time will be amended. However, any amendments to such statues or regulations shall not retroactively affect the obligation of the Parties under this Agreement.

2. **Direction and Supervision:**
The services provided by **BUTTE** pursuant to this Agreement shall be furnished under the general supervision of the Director of **BUTTE**. The Director of **BUTTE** or his designee shall represent **BUTTE** in all matters pertaining to services rendered and shall administer this Agreement, including authorization for admission, care, and discharge of all **PLUMAS** clients for whom reimbursement is required under the terms of this Agreement, on behalf of **BUTTE**'s Psychiatric Health Facility (PHF).

3. **Admission Procedures:**
BUTTE is authorized to admit psychiatric clients who are residents of **PLUMAS**, without prior authorization from **PLUMAS**, when those beneficiaries of **PLUMAS** meet all requirements for inpatient psychiatric hospitalization. Ongoing authorization from **PLUMAS** shall follow all applicable concurrent review authorization processes and procedures as identified in **BUTTE** County Policy and with SDHCS regulations, for **PLUMAS** beneficiaries placed at the PHF. All admissions shall be for clients of **PLUMAS** who meet the accepted standards of medically necessary treatment. **PLUMAS** shall utilize the PHF as a placement of last resort.

4. **Admission Policy:**
BUTTE's admission policy shall be in writing, available to the public, and shall include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, ancestry, physical or behavioral handicap, or developmental disability. PHF shall admit beneficiaries who meet all required regulations and standards for care at the PHF in line with SDHCS and EMTALA regulations.

5. **Description of Services:**
   a. **BUTTE** agrees to provide acute psychiatric inpatient care to clients referred by **PLUMAS**. These clients shall be referred by **PLUMAS** utilizing the Referral Procedures described in this Agreement. Such services shall include, but are not limited to, 72-hour detention under W&I Code Section 5150, all subsequent holds under W&I Code Sections 5250, 5260, and 5270 and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by **PLUMAS**. These services shall be provided at the PHF located at 592 Rio Lindo Ave in Chico, California, except that **PLUMAS** shall conduct any necessary Court proceedings in regard to Conservatorships in **PLUMAS** County.

   b. **BUTTE** shall prepare and serve all Notices of Certification under W&I Code Sections 5250 et seq., 5260 et seq., or 5270 et seq. and PHF staff shall give their best efforts in making the evaluations for certifications as expeditiously as possible and in notifying **PLUMAS** in line with PHF policy and procedures, if any continued holds are anticipated. **PLUMAS** may request copies of any PHF Policies at any time.

   c. **BUTTE** shall designate PHF as the facility for 72-hour detention for treatment and evaluation as well as for continued detention under W&I Code Sections 5250, 5260, and 5270 as provided for in Sections 5150, et seq.

   d. **BUTTE** shall inform the client of the complaint and grievance policy of the **BUTTE**

County Mental Health Plan and notify **PLUMAS**, in a timely manner, of any grievance filed by a client of **PLUMAS**. Notifications shall be made in partnership with the **BUTTE** County Patient's Rights Advocate and/or Beneficiary Protections Designee. **PLUMAS** shall provide all applicable access to **PLUMAS** Patient's Rights Advocates and Beneficiary Protections Designee in order to ensure continuity of care for **PLUMAS** Beneficiaries receiving services at the PHF.

e. **BUTTE** shall provide linguistically competent services with various interpreters (including sign language) by contracting with Language Line Solutions, Inc. as well as with other vendors.

f. **BUTTE** shall adhere to Title XIX of the Social Security Act, 42 United States Code (USC) and all applicable Federal and State statutes and regulations.

6. **Quality of Care:**
As expressed conditions precedent to requiring **PLUMAS'** payment obligation under the terms of agreement, **BUTTE** shall:

a. Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to W&I Code Sections 5775 et seq., and Sections 14680 et seq.

b. Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all clients to whom it renders psychiatric inpatient hospital services.

c. Not discriminate against Medi-Cal or **PLUMAS'** Short-Doyle designated beneficiaries in any manner, including admission practices.

d. **PLUMAS** shall upon referral to the PHF, identify and provide **BUTTE** with current contact information for staff available seven (7) days per week to proactively engage in discharge planning and continuity of care coordination to ensure that all **PLUMAS** beneficiaries have adequate access to after care resources, including, but not limited to: transportation back to their county of origin, outpatient mental health services, substance use treatment services, adult residential services, Board and Care placement, and any other applicable referrals as identified during treatment.

e. **PLUMAS** shall identify a staff person to participate in regular treatment team meetings and/or Multi-Disciplinary Team (MDT) meetings whenever a **PLUMAS** beneficiary is receiving services at the PHF.

7. **Level of Care:**
PLUMAS shall make every effort to determine if the **PLUMAS** clients referred for admission at the PHF can be serviced at a level of care below that of inpatient psychiatric hospitalization. **PLUMAS** shall make all efforts to coordinate with the **BUTTE** Hospitalization Team and as applicable to the beneficiary's placement.

8. **Referral Procedure:**
a. **PLUMAS** shall provide such information as shall be required to provide adequate care

for the client prior to referral of each client. This information shall include, but not be limited to, client's history, diagnosis, reason for referral for inpatient care, the medications, and estimated length of stay, which, within reason, are obtainable.

b. Prior to referral of any client to the PHF, **PLUMAS** shall have a medical clearance evaluation made of each client in line with SDHCS and EMTALA regulations, and no clients shall be transferred to the PHF who would require more than an outpatient level of care for any non-psychological medical problem. Any medical condition arising during treatment shall not be the responsibility of **BUTTE** and if local treatment is required, it shall be arranged by **PLUMAS**. When a client is to be transferred to the PHF with a medical problem which, in **PLUMAS'** determination is an outpatient level of care, **BUTTE** shall review the determination and reserves the right to determine if the beneficiary can be managed at the PHF unit. **PLUMAS** shall fully advise **BUTTE** of all medical conditions as part of a medical clearance included with each referral.

c. **PLUMAS** shall complete all necessary legal work such as 5150's, psychiatric assessment, lethality assessment, assessment of dangerousness, assessment of grave disability, medical information, etc. to the extent necessary to legally detain involuntary clients before the referral to the PHF occurs. Copies of this paperwork and pertinent clinical information, including conservatorship paperwork and discharge placement for existing conserved clients, shall be transferred with the client. If the PHF is to hold clients not already conserved by **PLUMAS**, the PHF shall be designated by **PLUMAS** to be able to write 5150's for **PLUMAS** clients. **PLUMAS** shall provide transportation of all placements of **PLUMAS** to and from Butte County and/or other placement facilities.

d. **PLUMAS**, before transporting a client to the PHF, shall ensure there is an agreed upon Estimated Time of Arrival (ETA) with the PHF and shall ensure that the beneficiary has been accepted for admission. **PLUMAS** shall submit all referral packets containing the aforementioned clinical information to the **BUTTE** County Hospitalization Team and request review by the PHF.

e. **PLUMAS** shall notify the PHF of any cultural competency needs of clients referred to the PHF, and **PLUMAS** shall be responsible for any interpreter costs incurred by the PHF to serve said cultural competency needs of referred clients requiring such services.

f. Third Party Revenue: **BUTTE** retains contractual responsibility for third party billing to Short-Doyle/Medi-Cal, private insurance, or other third-party sources;

1. **PLUMAS** shall prepare all necessary financial documents for each referred client and deliver them to the PHF at the time the client is transported; however, if **PLUMAS** is unable to complete the documents prior to admission of involuntary clients, including clients referred pursuant to W&I Code Section 5150, et seq., **PLUMAS** shall mail documents to the PHF by Express Mail (or similar service) within 24-hours of admission.

2. Financial documents to accompany the client shall include the **BUTE** Payor Financial Information/Insurance Authorization Form, **Attachment 1**, attached hereto and incorporated by this reference, and if applicable a copy of the client's Medi-Cal Beneficiary Identification Card.

3. **BUTTE** shall make a best effort attempt to obtain necessary information required for third party billing purposes, from **PLUMAS**' clients; however, if **BUTTE** is unsuccessful, then it is understood that **PLUMAS** shall be solely liable for all Psychiatric Inpatient charges incurred on behalf of said client.

g. **PLUMAS** shall provide a liaison and phone number that can be reached 24-hours a day for authorization on any clients referred pursuant to W&I Code Section 5150 et seq. **PLUMAS** shall respond to the PHF within four (4) hours of initial contact by the PHF.

9. On-Call Crisis Number (for PLUMAS County): 1.800.757.7898

All admissions are contingent upon bed availability with **BUTTE** residents being given admission priority. (**BUTTE** reserves the right to refuse any referral.)

10. Transportation and Client Preparation:
Transportation from **PLUMAS** to the PHF and, upon discharge from the PHF to **PLUMAS**, shall be the responsibility of and at the expense of **PLUMAS**. All after-care arrangements shall be the responsibility of **PLUMAS**. PHF shall advise **PLUMAS** prior to discharge so that appropriate discharge planning can be carried out.

a. **PLUMAS** shall arrange for transportation of all clients back to **PLUMAS** within two (2) hours of termination of the seventy-two (72) hour hold or any continued detention (W&I Code Sections 5250,5260,5270) period in which the PHF may legally retain those involuntary clients that **PLUMAS** refers to the PHF. In the event **PLUMAS** does not arrange transportation for said clients, **PLUMAS** shall provide and identify alternative transportation for said clients to **PLUMAS** at **PLUMAS**' expense and said expenses shall not be included within the expense limitations set forth in Item C - Payments of this Agreement.

b. In case of client discharge for cause (e.g., court order, certification hearing outcome, **PLUMAS**' counsel recommendation, etc.) **PLUMAS** shall arrange for all transportation back to **PLUMAS** immediately.

c. **PLUMAS** shall be responsible to provide after-care arrangements and transportation for all **PLUMAS** clients whether referred by **PLUMAS** or directly admitted without prior authorization as stipulated in this agreement.

B. TERM:

1. **Term of Agreement:**
Unless sooner terminated, as hereinafter provided, the term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**. Notwithstanding the foregoing, this Agreement may be terminated by either PARTY upon sixty (60) days written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect.

C. PAYMENTS:

1. **Rate of Pay:**
   a. **PLUMAS** shall pay **BUTTE** the difference between **BUTTE**'s current rate of **$2306.61** per client per day (the daily rate), less all revenue, interest, and return resulting from third party billing, for inpatient care under the "Psychiatric Health Facility" license (exceeding twenty-four (24) hours). This shall represent payment in full for services with the exception of legal, transportation, and interpreter services that may be charged in accordance with the terms of this Agreement.

   Rate Subject to Change: The Fiscal Year 2024/2025 daily rate shall be determined after **BUTTE**'s annual cost report has been completed. This Agreement shall not require an amendment to charge the new daily rate, provided the types of services rendered, terms of this Agreement, or the maximum amount of this Agreement are not affected. **PLUMAS** shall be advised in writing of the new daily rate and the effective date of the rate change. (For the purposes of this Agreement, the fiscal year commences on July 1 and ends of June 30 of the following calendar year.)

   b. The rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services, and that rate structure does not include non-hospital-based physician or psychological services.

2. **Payment Limitation:**
   a. The provisions hereinabove to the contrary notwithstanding, the maximum obligation of **PLUMAS** for inpatient and crisis psychiatric hospitalization services shall not exceed **FIFITY THOUSAND DOLLARS AND NO CENTS ($50,000)** during the term of this Agreement, which does not include legal, transportation, or interpreter costs incurred by **BUTTE** which shall be billed to **PLUMAS** in accordance with this Agreement.

   b. **BUTTE** shall invoice **PLUMAS** in arrears, for inpatient days, at the established daily rate specified in Section C, Item 1.a. **PLUMAS** shall remit payment to **BUTTE** within thirty (30) days of invoice date.

   c. If any amounts are found to be due by either PARTY as a result of an audit by appropriate Federal, State, or **BUTTE** or **PLUMAS** auditors, then both PARTIES agree to reimburse each other upon final audit settlement for any amounts owing.

3. **Disapproval of Claims:**

The validity of monthly payments to **BUTTE**, is subject to review by the State of California, SDHCS to ensure compliance with applicable laws and regulations. In the event any claim is disapproved by the State, **BUTTE** shall take all reasonable actions in an effort to obtain such approval. It is expressly understood between **BUTTE** and **PLUMAS** that, with the exception of emergency admissions, **PLUMAS** shall be authorizing reimbursement to **BUTTE** for both initial evaluation and ongoing care. Thus, **BUTTE** shall be particularly aware of reimbursement disallowances based on the client not meeting standards for necessary medical care. Other areas of financial disallowance which **BUTTE** agrees to consider are: (1) Compliance with state and federal law; (2) regulations governing operation of Managed Care; and (3) general psychiatric inpatient services.

D. REQUIREMENT PROVISIONS:

1. **Nondiscrimination in Service, Benefits and Facilities:**
BUTTE shall not discriminate, and shall take affirmative action to assure the absence of discrimination, in the provision of service under this Agreement because of race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, or physical or mental disability, disability by reason of Acquired Immunodeficiency Syndrome (AIDS) or Advanced Rehabilitation Conditioning (ARC), or impairment as defined in applicable local, state or federal laws and regulations. For the purpose of this Agreement, discrimination includes, but is not limited to the following;

   a. Denying persons any service or benefit;

   b. Providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons;

   c. Subjecting persons to segregation or separate treatment in any manner related to their receipt of any service;

   d. Restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or

   e. Treating persons differently from others in determining whether they satisfy any admission criteria, enrollment quota, eligibility, membership or other requirement or condition which individuals shall meet in order to be provided any service or benefit as provided by this Agreement.

2. **Confidentiality:**
Both **BUTTE** and **PLUMAS** shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and corresponding 45 Code of Federal Regulations (CFR), Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and 42 CFR Part 2, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with W&I Code Sections 5328 through 5330,

inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of beneficiary information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. Both **BUTTE** and **PLUMAS** shall require all its officers, employees, and agents providing services hereunder to acknowledge understanding of, and agreement to fully comply with, all such confidentiality provisions. Both **BUTTE** and **PLUMAS** shall indemnify and hold harmless the other PARTY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by PARTY, its officers, employees, or agents. **BUTTE** agrees not to release any record pertaining to any client of **PLUMAS** without the written approval of the **PLUMAS** County Department of Mental Health Director.

3. **Conformance with Federal Regulations:**
BUTTE stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it shall conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services. **BUTTE** services shall also meet the requirements provided for in Title 42, Section 434.6., of the Code of Federal Regulations.

4. **Client Medical Records:**
BUTTE shall maintain adequate client records on each individual client served pursuant to this Agreement. Records shall include intake information and a record of services provided by **BUTTE**'s personnel. Records shall be kept in sufficient detail to permit an evaluation of services provided, and shall include a record of physical examinations, medications prescribed, treatment services rendered, rehabilitation activities ordered, and client participation in those activities.

5. **Client Financial Records:**
All client financial records shall be available for inspection and audit by the designated auditor of **PLUMAS** or the SDHCS at a reasonable time during normal business hours.

6. **Records Retention:**
All client records relating to this Agreement shall be prepared and maintained in accordance with W&I Codes and all other applicable laws and shall be kept a minimum of ten (10) years from the final date of the SDHCS contract period in which such services were provided under, or until completion and final resolution of any audits, appeals, litigation, claims or other action involving records started before the expiration of the ten (10) year period, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. Such access shall include access to individuals with knowledge of financial records and **BUTTE**'s outside auditors, and regular and special reports from **BUTTE**.

BUTTE 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, Compact Disc Read Only Memory (CD ROM), Digital Video Disc (DVD), or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, **BUTTE** shall supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

7. **Right to Inspect:**
At reasonable times during normal business hours, SDHCS, the **PLUMAS** County Director or his/her designee(s), the appropriate audit agency of them and their designee(s), shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and the timeliness of services performed pursuant to this Agreement. **PLUMAS** shall also have the right to audit and inspect any books and records of **BUTTE**, which pertain to services performed and determination of amount payable under this Agreement

E. GENERAL PROVISIONS:

1. **Client Grievance Process:**
Each client admitted to the PHF pursuant to this Agreement shall be informed of **BUTTE**'s complaint and grievance policy. At the PHF, **BUTTE** shall make available information on **PLUMAS**' complaint/grievance resolution forms to **PLUMAS** beneficiaries. Any grievance filed by a client of **PLUMAS** shall be brought to the attention of the **PLUMAS** County Mental Health Director, Quality Management Manager, or Compliance Officer in a timely manner, pursuant to California Code of Regulations (CCR), Title 9, Chapter 11, Sections 1850.205 (c)(1)(B). **PLUMAS** shall be responsible for supplying **BUTTE** with **PLUMAS**' complaint/grievance information.

2. **Patients' Rights/Clients' Rights:**
BUTTE shall adopt and post in a conspicuous place a written policy on client's rights in accordance with CCR Title 22, Section 70707 and W&I Code 5325.1. Complaints by beneficiaries with regard to substandard conditions may be investigated by **PLUMAS**' Patients' Rights Advocate or Beneficiary Protections Designee, County, SDHCS, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

3. **Legal Requirements:**
In compliance with legal requirements of Emily Q. v. Bonta [C.D.Cal.,2001,CV 98-4181 AHM (AIJx)], **BUTTE** shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services" to all full-scope Medi-Cal beneficiaries under 21 years of age admitted to the PHF, as well as their representatives. It is the responsibility of **BUTTE** to ensure that sufficient numbers of these notices are available at the PHF at all times.

4. **Indemnification:**

a. **BUTTE** shall indemnify, defend, and hold harmless **PLUMAS**,, its elected officials, officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from **BUTTE**'s acts or omissions while performing under this Agreement. **BUTTE**'s obligations under this provision cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including **PLUMAS**' and **BUTTE**'s elected officials, officers, employees, and agents) and from damage to or destruction of any property (including **PLUMAS**' and **BUTTE**'s real and personal property.)

b. **PLUMAS** shall indemnify and hold harmless **BUTTE** and its elected officials, officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from **PLUMAS**' acts or omissions while performing under this Agreement. **PLUMAS**' obligations under this provision cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from damage to and destruction of any property of **BUTTE** or persons employed by **BUTTE** or visiting **BUTTE**'s site.

5. **Insurance:**
   a. During the entire term of this Agreement, **BUTTE** shall maintain a program of self-insurance at **BUTTE**'s own cost, medical malpractice insurance, and general liability insurance coverage, of at least one million dollars ($1,000,000.00) combined single limit per occurrence, in accordance with **Attachment 2**, (Butte County Self-Insured Statement) attached hereto and incorporated by this reference. Such general liability policy shall be issued on an occurrence basis. **BUTTE** shall provide notice of insurability to **PLUMAS**, and provide **PLUMAS** with thirty (30) days advance notice of any material change in the policy. Before beginning work under this Agreement, **BUTTE** shall provide **PLUMAS** with proof of insurance in the form required by **PLUMAS**.

   b. Each County shall be responsible for Workers' Compensation Insurance coverage for its own employees and for coverage of its own employees relative to liability insurance coverage.

6. **Independent Contractor:**
   The employees of each County in the performance of the Agreement shall act only in the capacity in County in which they are employed and shall not be the agents or employees of the other County.

7. **Assignment:**
   Neither PARTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other PARTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both PARTIES shall be void. This does not preclude **BUTTE** from subcontracting parts of the services to be provided pursuant to this Agreement on a fee-for-service basis for specific medical or other services. Any such subcontractor shall comply with all terms of this Agreement.

8. **Successors:**
This Agreement shall bind the successors of **PLUMAS** and **BUTTE** in the same manner as if they were expressly named.

9. **Notices:**
Notices shall be given to **BUTTE** and **PLUMAS** at the following addresses:

BUTTE:

Facility:

Butte County Department of Behavioral Health
Psychiatric Health Facility
592 Rio Lindo Avenue
Chico, CA 95926-1817

Kelly Marinello, Program Manager
Email: kmarinello@buttecounty.net
Telephone: 530.891.2775

County Contract Liaison:

Boris Ye, Contract Specialist I
Butte County Department of Behavioral Health
3217 Cohasset Road
Chico, CA 95973-5404
Email: boye@buttecounity.net
Alternate Email: DBH-ASDContracts@butecounty.net
Telephone: 530.552.4604

PLUMAS:

PLUMAS County Behavioral Health
Sharon Sousa, LMFT, Director
270 County Hospital Road, Suite 109
Quincy, CA 95971-9173
Email: ssousa@pcbh.services
Telephone: 530.283.6307

10. **Entire Agreement:**
This Agreement, including **Attachment 1** and **Attachment 2**, contains all the terms and conditions agreed upon by the PARTIES hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the PARTIES hereto. In addition, this Agreement shall supersede in its entirety any and all prior Agreements, oral or otherwise, between the PARTIES regarding the services to be rendered herein.

11. **Amendment:**

This Agreement may only be modified by a written amendment hereto and executed by both PARTIES. The maximum amount of the obligation and or the number of days to be covered may be increased with the written consent of all signatories.

12. Applicable Law and Forum:
This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in County of Butte.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the day and year first written above.

COUNTY OF **BUTTE**

Scott Kennelly, LCSW, Director Date
Butte County Department of Behavioral Health

Sarah MacArthur, Deputy Director Date
Department of General Services

Approved as to form, Butte County Counsel by: Brad J. Stephens

Date

Reviewed for Contract Policy Compliance
Department of General Services
Contracts Division

By Date

COUNTY OF **PLUMAS**

Sharon R. Sousa LMFT 07/26/2024
Sharon Sousa, LMFT, Director Date
Plumas County Behavioral Health

Greg Hagwood, Chair Date
Board of Supervisors

Allen Hiskey, Clerk of the Board Date

Approved as to form:
Craig Settlemire
Counsel

Attachment 1
Butte Payor Financial Information/Insurance Authorization Form

Client Information Check One: ☐ Mental Health ☐ Substance Use

Client Name {Last, First MI)	Social Security #	Date of Birth
Financially Responsible Person Name {If Different from Client)		Primary Phone #
Family Address {Include City, State, Zip Code)		
Mailing Address {If Different from Family Address)		

Policy Information
Please Provide Copy of Primary/Secondary Insurance Cards (Front and Back)

Client Has Medi-Cal: ☐ Yes ☐ No Client Has Medicare: ☐ Yes ☐ No

Name of Primary Insurance Company	Group / Policy ID #	
Insurance Phone #	PrimaryInsuredName{OtherthanClient)	Insured SSN

Financial Liability **Number of Persons (Family) Dependent on Income:**

Income Type: ☐ **Self** ☐ **Spouse** ☐ Other **Total Gross Monthly Income: $**

Responsible Persons Assets	Responsible Persons Monthly Expenses
Savings: $	Court Ordered: $
Bank Balances: $	Child Care: $
Market Value - Stocks: $	Dependent Care: $
Market Value - Bonds: $	Medical: $
Market Value - Mutual Funds: $	Retirement Contribution: $
Market Value - Other: $	

DRUG MEDI-CAL: Except where share of cost is applicable, BCDBH shall accept proof of eligibility for Drug Medi-Cal as payment in full for Substance Use Disorder treatment services rendered.

ASSIGNMENT OF BENEFITS: I authorize payment of medical benefits, otherwise payable to me, to Butte County Department of Behavioral Health for all services they provided. **I understand that I am financially responsible for charges not covered by this assignment.**

AUTHORIZATION TO RELEASE INFORMATION: I Authorize Butte County Department of Behavioral Health to release to my insurance company any medical information necessary for the processing of a claim.

I permit a copy of this authorization to be used in place of the original.

Signature of Client or Person Acting on the Client's Behalf Date

Butte County Department of Behavioral Health	
Payor Financial Information (PFI) Form - Version 1.1	Client Number:

Attachment 2

Butte County
BEHAVIORAL HEALTH

Department of Behavioral Health

3217 Cohasset Road
Chico, California 95973

T: 530.891.2850

Scott Kennelly, LCSW, Director
Alcohol and Drug Administrator

buttecounty.net/behavioralhealth

Butte County

Self-Insured Statement

Butte County self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. **BUTTE** pays for losses up to $100,000 per occurrence. Losses exceeding $100,000 are covered by an excess insurance policy purchased through Public Risk Innovation, Solutions, and Management (PRISM). The excess policy provides coverage for losses up to $25,000,000.

Butte County is self-insured for Workers' Compensation. **BUTTE** pays for losses up to $125,000 per occurrence. Losses exceeding $125,000 are covered by an excess insurance policy purchased through PRISM. The excess policy provides limits necessary to satisfy statutory requirements.

Under our self-insurance program, **BUTTE** shall bear all risk of bodily injury and property damage losses that **BUTTE** is legally required to pay because of liability imposed by law or assumed by contract. An actuarial evaluation performed by Bickmore Actuarial found **BUTTE**'s self-insurance reserves to be adequately funded.

PLUMAS COUNTY
WALKER RANCH COMMUNITY SERVICE DISTRICT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Consider Approval of a Supplemental Budget Request to Increase Special Department Expense (524400), Professional Services Expense (521900), and Utilities Expense (527800) Using Projected Fund Balance as of June 30, 2024 by a total of $50,500.00. Attached is a completed "Budget Transfer" form signed by the Department's fiscal officer and the County Auditor. Discussion and possible action. (Four/Fifths Vote)**

Recommendation:
The Manager of the Walker Ranch CSD respectfully recommends that the Board of Supervisors authorize the BCSA to use its fund balance to increase the Professional Services Expense (521900), Special Department Expense (524400), and Utilities Expense (527800); in the amounts of $40,000; $500; and $10,000 respectively.

Background and Discussion:
On September 29, 2023, the Plumas County Board of Supervisors adopted the final budget for Plumas County, which included the WRCSD.

It is projected that the CSD will exceed its budgeted expenditures for Special Department expenses, Professional Services, and Utilities expense. It is further projected that the WRCSD budget for FY 23/24 will have sufficient cash to cover these additional expenditures.

Action:

Consider Approval of a Supplemental Budget Request to Increase Special Department Expense (524400), Professional Services Expense (521900), and Utilities Expense (527800) Using Projected Fund Balance as of June 30, 2024 by a total of $50,500.00. Attached is a completed "Budget Transfer" form signed by the Department's fiscal officer and the County Auditor. Discussion and possible action. **(Four/Fifths Vote)**

Fiscal Impact:

No General Fund impact. Fund Signed Budget Transfer Request.

Attachments:
1. Budget Request WRCSD

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Walker Ranch CSD Dept. No: 0221 Date 7/11/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0221	26201		Spend down cash	11,500.00
			Total (must equal transfer to total)	11,500.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0221	26201	521900	Professiona Svc	1,000.00
0221	26201	524400	Special Department Expense	500.00
0221	26201	527800	Utilities	10,000.00
			Total (must equal transfer to total)	11,500.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Professional svc, special department expense and utilites account expenses are higher than anticipated

B) enough cash to use as budget expense

C) Invoices must be paid in FY 23/24

D) _____

Approved by Department Signing Authority: Damien Funk

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Martell Stone

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

WALKER RANCH COMMUNITY SERVICES DISTRICT
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135
Robert Thorman, P.E. *Acting County Engineer and Manager, WRCSD*

AGENDA REQUEST
For the August 6, 2024 meeting of the Plumas County Board of Supervisors

July 29, 2014

To: Honorable Board of Supervisors

From: Robert Thorman – Acting Manager, Walker Ranch Community Services District (WRCSD)

Subject: Consider Approval of a Supplemental Budget Request to Increase Special Department Expense (524400), Professional Services Expense (521900), and Utilities Expense (527800) Using Projected Fund Balance as of June 30, 2024 by a total of $11,500.00. Discussion and possible action. **(Four/Fifths Vote)**

Background:

On September 29, 2023, the Plumas County Board of Supervisors adopted the final budget for Plumas County, which included the WRCSD.

It is projected that the CSD will exceed its budgeted expenditures for Special Department expenses, Professional Services, and Utilities expense. It is further projected that the WRCSD budget for FY 23/24 will have sufficient cash to cover these additional expenditures.

Attached is a completed "Budget Transfer" form signed by the Department's fiscal officer and the County Auditor.

Recommendation:

The Manager of the Walker Ranch CSD respectfully recommends that the Board of Supervisors authorize the BCSA to use its fund balance to increase the Professional Services Expense (521900), Special Department Expense (524400), and Utilities Expense (527800); in the amounts of $1,000; 500; and $10,000 respectively.

Attachment: Budget Transfer Request

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Zachary Gately, Grant Manager**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve budget amendment to the ARPA Broadband budget to allocate $75,000 to the Office of the Agricultural Commissioner / Sealer of Weights and Measures for the fixed asset purchase of Crane and Modified Body; no General Fund impact; discussion and possible action. Roll Call Vote**

Recommendation:

Approve budget amendment to the ARPA Broadband budget to allocate $75,000 to the Office of the Agricultural Commissioner / Sealer of Weights and Measures for the fixed asset purchase of Crane and Modified Body; no General Fund impact; discussion and possible action. **Roll Call Vote**

Background and Discussion:

Plumas County is expected to have all ARPA funds hard obligated by December 31, 2024, and spent out by December 31, 2026. To date, less than $30,000 of the $400,000 broadband budget has been spent and with the current broadband programs and the delays created due to the State budget, it is unexpected that we will be able to use (and allocate) the funds during the funding period.

In order to spend down those funds, it is being requested to allocated $75,000 from the broadband budget for the critical purchase of a Crane and Modified Body (vehicle) for the Office of the Agricultural Commissioner / Sealer of Weights and Measures.

Action:

Request to use ARPA Funds for unexpected replacement for the Agricultural Commissioners crane; (No General Fund Impact); discussion and possible action. **Roll Call Vote**

Fiscal Impact:

No General Fund Impact, ARPA Funds

Attachments:

1. arpa crane budget request
2. P and E Report Annual March 2024 (1)

Approve budget amendment to the ARPA Broadband budget to allocate $75,000 to the Office of the Agricultural Commissioner / Sealer of Weights and Measures for the fixed asset purchase of Crane and Modified Body; no General Fund impact; discussion and possible action.

Memo

To: Plumas County Board of Supervisors

From: Zachary Gately

Meeting Date: July 16, 2024

Subject: Approve budget amendment to the ARPA Broadband budget to allocate $75,000 to the Office of the Agricultural Commissioner / Sealer of Weights and Measures for the fixed asset purchase of Crane and Modified Body; no General Fund impact; discussion and possible action.

Recommendation: Approve budget amendment to the ARPA Broadband budget to allocate $75,000 to the Office of the Agricultural Commissioner / Sealer of Weights and Measures for the fixed asset purchase of Crane and Modified Body; no General Fund impact; discussion and possible action.

Background and Discussion:

Plumas County is expected to have all ARPA funds hard obligated by December 31, 2024, and spent out by December 31, 2026. To date, less than $30,000 of the $400,000 broadband budget has been spent and with the current broadband programs and the delays created due to the State budget, it is unexpected that we will be able to use (and allocate) the funds during the funding period.

In order to spend down those funds, it is being requested to allocated $75,000 from the broadband budget for the critical purchase of a Crane and Modified Body (vehicle) for the Office of the Agricultural Commissioner / Sealer of Weights and Measures.

Action:

Approve budget amendment to the ARPA Broadband budget to allocate $75,000 to the Office of the Agricultural Commissioner / Sealer of Weights and Measures for the fixed asset purchase of Crane and Modified Body

Fiscal Impact:

No General Fund impact

SLFRF Compliance Report - SLT-7645 - P&E Report - 2024
Report Period : Annual March 2024

Recipient Profile

Recipient Information

Recipient UEI	YXZZPBLCRFY6
Recipient TIN	946000528
Recipient Legal Entity Name	Plumas County, CA
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	P.O. Box 176, 520 Main Street, Room 203
Recipient Address 2	
Recipient Address 3	
Recipient City	Quincy
Recipient State/Territory	CA
Recipient Zip5	95971
Recipient Zip+4	
Recipient Reporting Tier	Tier 5. Metropolitan cities and counties with a population below 250,000 residents that are allocated less than $10 million in SLFRF funding, and NEUs that are allocated less than $10 million in SLFRF funding
Base Year Fiscal Year End Date	6/30/2023
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Project Name: Plumas County Sheriff's Ofc transport vans

Project Identification Number	421-01
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$235,950.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$235,950.00
Total Cumulative Expenditures	$235,950.00
Current Period Obligations	$235,950.00
Current Period Expenditures	$235,950.00
Project Description	Two inmate transport vans with HEPA air filtration.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	$235,950.00
Type of capital expenditures, based on the following enumerated uses	Technology and equipment to allow law enforcement

Project Name: Plumas County Sheriff's Ofc computer / software upgrades

Project Identification Number	421-02
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$471,571.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$471,571.00
Total Cumulative Expenditures	$120,297.31
Current Period Obligations	$130,000.00
Current Period Expenditures	$120,297.31
Project Description	Sheriff's Office computer / software upgrades
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	$471,571.00
Type of capital expenditures, based on the following enumerated uses	Technology and equipment to allow law enforcement

Project Name: Plumas County air scrubbers

Project Identification Number	421-03
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$6,000.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$6,000.00
Total Cumulative Expenditures	$6,000.00
Current Period Obligations	$6,000.00
Current Period Expenditures	$5,138.94
Project Description	Air scrubbers for County offices
Does this project include a capital expenditure?	No

Project Name: Plumas County business support

Project Identification Number	421-07
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.33-Enhanced Support to Microbusinesses
Status To Completion	Completed 50% or more
Adopted Budget	$340,143.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$340,143.00
Total Cumulative Expenditures	$334,810.00
Current Period Obligations	$340,143.00
Current Period Expenditures	$334,810.00
Project Description	Grants to business for COVID-19 recovery
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Plumas County allocated $270,000 for its Grant Program offering up to $10,000 for qualified small businesses (less than twenty-five employees). The program went live March 27, 2023, and will close April 30, 2023. Since CBO funds were undersubscribed, remaining funds were reallocated to small businesses. This is aimed to mitigate the negative economic effects of business operations due to the COVID-19 pandemic for our county. Plumas County depends upon and values the success of our businesses.
	Applicants must demonstrate how their agency was negatively impacted by the COVID-19 pandemic as well as

Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	how the funds will be used to continue operations in a post-pandemic arena. Businesses must be in good standing with the county, state, and taxes and have been in operation prior to March 1, 2020. Language requiring the connection between proposed activities and COVID-19 was used in the application and all marketing to ensure applicants understand the expectation for receiving funds.
Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)	35

Project Name: COVID-19 janitorial services in courthouse

Project Identification Number	421-04
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$64,765.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$64,765.00
Total Cumulative Expenditures	$64,765.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Additional COVID-19 cleaning from 3/5/21
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Added cleaning services to the Courthouse cleaning schedule. Added cleaning helped safeguard employees and the public from COVID, alleviated employee anxiety about working in a public environment where many patrons refused to wear masks, and safeguarded the County from further lost productivity and avoidable liability/Work Comp claims due to COVID-19.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The courthouse hosts most government services including court cases, Board of Supervisors, Public Defender, District Attorney, Human Resources, County IT department, County Administrator and Treasurer / Tax Collector. All departments needed to remain open to serve the public during the pandemic.

Project Name: Plumas County COVID-19 sick time

Project Identification Number	421-06
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed

Adopted Budget	$200,000.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$200,000.00
Total Cumulative Expenditures	$200,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Reimburse the County for COVID-19 sick time paid out to County employees since 07/01/2021.

Project Name: Plumas County Essential Worker premium pay

Project Identification Number	421-05
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$774,000.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$774,000.00
Total Cumulative Expenditures	$668,000.00
Current Period Obligations	$221,000.00
Current Period Expenditures	$221,000.00
Project Description	FY 22 Premium pay for County's essential workers from 3/5/2021 at $ 1,500 one-time stipend (all dept but Sheriff) FY 23 Premium pay for County's essential workers (Sheriff only) from 3/5/2021 at $ 1,500 one-time stipend FY 24 Premium pay for County's essential workers before April 10, 2023 at $1000 one-time stipend (all except Public Works)

Project Name: Plumas County CBO support

Project Identification Number	421-08
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.34-Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)
Status To Completion	Completed 50% or more
Adopted Budget	$199,857.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$199,857.00
Total Cumulative Expenditures	$179,857.00
Current Period Obligations	$199,857.00

Current Period Expenditures	$179,857.00
Project Description	Financial support for CBOs affected by COVID-19
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	10 Imp NPs that experienced a negative economic impact specify
Secondary Impacted and/or Disproportionately Impacted populations	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Plumas County allocated $270,000 for its Grant Program offering up to $10,000 for qualified small non-profits (less than twenty-five employees). Program was undersubscribed so funds were moved to Small Business program This is aimed to mitigate the negative economic effects of operations due to the COVID-19 pandemic for our county. Plumas County depends upon and values the success of our non-profits.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Applicants must demonstrate how their agency was negatively impacted by the COVID-19 pandemic as well as how the funds will be used to continue operations in a post-pandemic arena. Non-profits must be in good standing with the county, state, and taxes and have been in operation prior to March 1, 2020. Language requiring the connection between proposed activities and COVID-19 was used in the application and all marketing to ensure applicants understand the expectation for receiving funds.
Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)	20

Project Name: Plumas County Library tutoring

Project Identification Number	421-09
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$3,671.51
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$3,671.51
Total Cumulative Expenditures	$3,671.51
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Tutoring software. Program unexpectedly paid from state program partially into year 2 so remaining funds moved to other library programs (421-10 and 421-11)
Does this project include a capital expenditure?	No

Project Name: Plumas County Library hotspots

Project Identification Number	421-10

Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$10,237.06
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$10,237.06
Total Cumulative Expenditures	$7,828.72
Current Period Obligations	$3,398.68
Current Period Expenditures	$3,398.68
Project Description	Hotspots for loan for County residents
Does this project include a capital expenditure?	No

Project Name: Plumas County Library e-books

Project Identification Number	421-11
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$10,885.43
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$10,885.43
Total Cumulative Expenditures	$8,885.59
Current Period Obligations	$8,885.59
Current Period Expenditures	$8,885.59
Project Description	Purchase of e-books for patrons who cannot come into library.
Does this project include a capital expenditure?	No

Project Name: CHC contract

Project Identification Number	421-12
Project Expenditure Category	7-Administrative
Project Expenditure Subcategory	7.1-Administrative Expenses
Status To Completion	Completed
Adopted Budget	$40,000.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$40,000.00
Total Cumulative Expenditures	$40,000.00

Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Contract with California Health Collaborative to administer ARPA funds distribution decisions.

Project Name: Plumas County ARPA Funds Manager

Project Identification Number	421-13
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$300,000.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$300,000.00
Total Cumulative Expenditures	$164,382.59
Current Period Obligations	$115,045.00
Current Period Expenditures	$115,045.00
Project Description	Hire County employee to manage ARPA fund distribution and reporting from 7/1/22 - 12/31/24.

Project Name: TOT Audit Services

Project Identification Number	421-15
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$9,959.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$9,959.00
Total Cumulative Expenditures	$9,952.20
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Transient Occupancy Tax (TOT) audit

Project Name: Plumas County IT

Project Identification Number	421-16
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$300,000.00

Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$300,000.00
Total Cumulative Expenditures	$109,865.15
Current Period Obligations	$51,997.58
Current Period Expenditures	$51,997.58
Project Description	Disaster recovery software, server hardware for virtualization, cybersecurity recovery
Does this project include a capital expenditure?	No

Project Name: Plumas County Broadband extension

Project Identification Number	421-17
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$400,000.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$400,000.00
Total Cumulative Expenditures	$12,500.00
Current Period Obligations	$12,500.00
Current Period Expenditures	$12,500.00
Project Description	Broadband expansion - to be determined in coordination with other partners.

Project Name: Blairsden / Graeagle sewer

Project Identification Number	421-18
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$253,000.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$253,000.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Bridge to Blairsden / Graeagle to connect community to water and sewer. These funds are obligated for the construction phase slated to start late 2024.

Project Name: Beckwourth sewer pump repairs

Project Identification Number	421-14
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$33,000.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$32,998.78
Total Cumulative Expenditures	$32,998.78
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Sewer pump repairs from flushing wipes from 5/2021 - 10/2021.
Projected/actual construction start date	5/10/2021
Projected/actual initiation of operations date	10/1/2022
Location Type(for broadband, geospatial location data)	Address
Location Details	80956 Highway 70, Beckwourth, CA 96129
Public Water System (PWS) ID Number	N/A
National Pollutant Discharge Elimination System (NPDES) Permit Number	N/A
Median Household Income of service area	$57,233.00
Lowest Quintile Income of the service area	$29,240.00

Subrecipients

Subrecipient Name: California Health Collaborative

TIN	942862660
Unique Entity Identifer	
POC Email Address	dblankenship@healthcollaborative.org
Address Line 1	P. O. Box 25609
Address Line 2	
Address Line 3	
City	Fresno
State	CA
Zip	93729
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Expenditures

Aggregate Expenditures for Awards less than $50,000

Expenditure: EN-02107158

Project Name	Plumas County business support
Subaward Type (Aggregates)	Aggregate of Grants Awarded
Total Period Expenditure Amount	$334,810.00
Total Period Obligation Amount	$340,143.00

Expenditure: EN-02107171

Project Name	Plumas County CBO support
Subaward Type (Aggregates)	Aggregate of Grants Awarded
Total Period Expenditure Amount	$179,857.00
Total Period Obligation Amount	$199,857.00

Expenditure: EN-01175432

Project Name	CHC contract
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	$40,000.00
Total Period Obligation Amount	$0.00

Expenditure: EN-00257865

Project Name	CHC contract
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	$0.00
Total Period Obligation Amount	$40,000.00

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to $10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	$3,073,039.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Additional COVID-19 cleaning of courthouse - $ 64,765COVID-19 sick time paid out - $ 200,000Transient Occupancy Tax audit fees - $ 9,959Beckwourth Sewer repairs from wipes - $ 33,000Sheriff Transport Vans - $235,950Sheriff Computer / Software Upgrades - $471,571Air Scrubbers - $6,000Essential Worker Pay - $774,000Library Tutoring - $3671.51 Library Hotspots - $710,237.06 Library e-books - $10885.43 ARPA Funds Manager - $300,000IT - $300,000Broadband - $400,000Blairsden / Graeagle sewer - $253,000

Overview

Total Obligations	$3,653,037.78
Total Expenditures	$2,199,763.85
Total Adopted Budget	$3,653,039.00
Total Number of Projects	18
Total Number of Subawards	0
Total Number of Expenditures	4

Have you expended $750,000 or more in federal award funds during your most recently completed fiscal year?	Yes
Have you submitted a single audit or program specific audit report to the Federal Audit Clearinghouse (FAC)?	No
Please explain why you did not submit an audit to the FAC	We are behind currently and are wrapping FY2021-22 and will submit to FAC when appropriate.

Certification

Authorized Representative Name	DEBRA LUCERO
Authorized Representative Telephone	
Authorized Representative Title	County Administrative Officer
Authorized Representative Email	debralucero@countyofplumas.com
Submission Date	4/29/2024 4:01 PM

PLUMAS COUNTY
AGRICULTURE/WEIGHTS & MEASURES
DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Margaret Bailey, Agricultural Standards Management Analyst I**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Agriculture Weights And Measures and Enoven Truck Body + Equipment for the fixed asset purchase of Crane and Modified Body; total not to exceed $74,301.73; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Four/Fifths roll call vote**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Agriculture Weights And Measures and Enoven Truck Body + Equipment for the fixed asset purchase of Crane and Modified Body; total not to exceed $74,301.73; (No General Fund Impact) ARPA; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

The crane the Agriculture/Weights & Measures Department is currently using must be replaced as it is a Korean War era surplus. The crane that is currently operated by the department is not OSHA compliant and thus is unsafe. It is unlikely to pass the State certification test as it can no longer maintain hydraulic pressure. It is an environmental hazard because of the constant leaking of hydraulic fluid. The department has had the crane repaired many times in the last few years and the repairs are no longer working. The current crane is also lacking stabilization jacks which is a serious safety concern. In the past we have leased a crane from Placer County for one month per year. This option is becoming unlikely as the weight truck is owned by three other Counties. The Department needs to use a weight truck for at least 3.5 months per year. The total not to exceed $74,301.73 for the crane and body modifications on the existing truck.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Agriculture Weights And Measures and Enoven Truck Body + Equipment for the fixed asset purchase of Crane and Modified Body; total not to exceed $74,301.73; (No General Fund Impact) ARPA; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

No general fund impact. ARPA one time funds

Attachments:

1. Quote Final
2. Fixed Asset Form

PURCHASE AGREEMENT
COUNTY OF PLUMAS

Date: July 8, 2024

Vendor: Enoven Industries, LLC
2904 Duluth Street
West Sacramento, CA 95691

Tel: 916-372-9692

County: County of Plumas Department of Agriculture/W&M
208 Fairground Road
Quincy, CA 95971

Tel: 530-283-6127

Description: Purchase of New Crane for flatbed truck as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed $ Seventy Four Thousand Three hundred one and 73/100 Dollars ($ 74,301.73)

Term: Agreement shall commence on and shall terminate on unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Retail Sales Contract which is attached hereto as Exhibit A and incorporated herein by this reference.

VENDOR:

By:_____
Name: Jeff Garvens
Title: Manager/Member
Date Signed:

COUNTY:

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

By:_____
Name: Greg Hagwood
Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Clerk of the Board
Date Signed:

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Enoven Truck Body + Equipment

Quote #: 84229

2904 Duluth St
West Sacramento, CA 95691
916-372-9692

Date: 7/3/2024
CustID: 32060

Thank you for the opportunity to quote your business, please call if you have any questions.

Plumas County
Dept of Agriculture/W&M
208 Fairground Road
Quincy, CA 95971

Plumas County
Dept of Agriculture/W&M
208 Fairground Road
Quincy, CA 95971

Attn: Dax Albrecht
530-283-6127
DaxAlbrecht@countyofplumas.com

Qty>=	Description	Unit Price	Ext Price
1	**Modify Body**	$6,439.00	$6,439.00

CUSTOMER HAS A FLATBED WITH CRANE MOUNTED TO AN OLDER F750 CHASSIS. THE CUSTOMER WILL BE HAVING THE CRANE REPLACED BUT IN ORDER TO DO SO THE AFT SECTION OF THE BODY MUST BE MODIFIED IN ORDER TO MOUNT THE NEW CRANE. THIS ESTIMATE INCLUDES:

1) Remove old crane from body
2) Remove body from truck
3) Remove PTO, Pump, and all hydraulics from chassis
4) Remove last 30" (approx) of body and refinish end of body with end rail
5) Reinstall body on chassis
6) Install end of frame closeout with underride bumper and 3/4" Red LED Marker/Clearance lamps
7) Install LED License Plate lamp and Red LED ID Lightbar at end of frame closeout
8) Install OEM S/T/T/BU lamps at end of frame
9) Install back up alarm
10) Paint all raw steel Black

1	**Crane: Fassi F50A.0.23**	$62,840.00	$62,840.00

MOUNTED AFT OF BODY AT END OF FRAME ON 3" X 3" X 3/8" TUBING SUBFRAME

- Load Rating: 31,680 lbs. ft.
- Max Lifting Capacity: 4,773#
- Maximum Reach: 25'5", all hydraulic
  - 2,634# @ 12'2"
  - 1,389# @ 21'0"
  - 1,058# @ 25'5"
- Overload protection system
- Manual out/Hydraulic down swing up outriggers mounted to crane base with LED warning lamps when outriggers are extended
- Manual ground control station with emergency shutdown and horn activation per CalOSHA requirements
- Wireless remote control with charger in cab
- 12gal crane mounted hydraulic reservoir with

Qty>=	Description	Unit Price	Ext Price
	high pressure and return line filter - Hydraulic oil cooler mounted to crane - Hotshift PTO and direct mount piston pump - Installed and Third Party Stability Tested		
	Sales Tax (7.25%)	$5,022.73	$5,022.73

TOTAL	**$74,301.73**

This Quote is good for 30 days. Acceptance of this Quote is confirmed and accepted by issuance of a Purchase Order, signing and returning this Quote, and/or delivery of a truck chassis to Enoven. This quotation was made expressly upon your request and is confidential and non transferable. If provided, estimated delivery dates are estimates only; actual delivery dates depend on a variety of factors that may/may not be within the direct control of Enoven. FUEL SERVICE CHARGE - IF A TRUCK IS DELIVERED WITH LESS THAN 1/4 TANK OF DIESEL/GASOLINE OR LESS THAN 1,500PSI CNG, A $100.00 FUEL SERVICE CHARGE WILL BE ADDED TO THE FINAL INVOICE. For complete Terms and Conditions please go to www.enoven.com.

Terms of Sale:

Net10

Enoven Truck Body + Equipment

Authorized by: senochian

Date: 7/3/2024

Printed: 7/3/2024 12:31:00 PM



TERMS AND CONDITIONS OF SALES AND SERVICE

1. **Agreement**. Unless otherwise agreed in a written document signed by the owner or General Manager of Enoven Industries, LLC or Enoven of Redding, Inc. (together, “ENOVEN”), these Terms and Conditions of Sales and Service ("Terms") govern the purchase of goods (including, but not limited to, new and used equipment, trucks, attachments, components, technology, and parts) ("Goods") and services ("Services") from ENOVEN by any individual or entity that purchases such Goods or Services from ENOVEN ("Client"). ENOVEN hereby rejects the terms of any purchase order or other document submitted by Client, unless the document is signed by the owner or General Manager of ENOVEN. The acceptance of a quote and placing of an order with ENOVEN or the receipt or acceptance of Goods or Services by Client constitute Client's acceptance of these Terms exactly as written.

2. **Order and Delivery of Goods or Services**. Acceptance of a quote and placement of orders for Goods and Services are subject to final acceptance by ENOVEN in its sole discretion. Client shall have no right to cancel orders for Goods once a quote is accepted by Client and/or a purchase order is issued to ENOVEN; provided, however, some parts may be returnable to ENOVEN in accordance with ENOVEN's then current parts return policy. Client acknowledges that estimated delivery dates for Goods are estimates only; actual delivery dates depend on a variety of factors, including, but not limited to, the production schedules of manufacturers. ENOVEN will use commercially reasonable efforts to meet estimated delivery dates and shall keep Client advised of the status of its delivery, but ENOVEN shall have no liability for any loss associated with delay in the delivery of Goods. In addition, ENOVEN shall have no liability for any delay in performance of Services or delivery of Goods caused by any circumstances beyond its reasonable control, including, but not limited to, delays caused by acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements.

3. **Pricing**. Unless otherwise set forth on a written quote issued by ENOVEN ("Quote"), the price for Goods shall be ENOVEN's list price for such Goods on the date such Goods are delivered to Client. Unless otherwise set forth on a Quote, the labor rates for Services shall be ENOVEN's standard labor rates for the applicable type of Service (field rates, shop rates, or specialty rates, as applicable) in effect at the time the Services are performed. Pricing for future orders is subject to change without notice. Client will promptly pay to ENOVEN any taxes that ENOVEN is required to collect with respect to the purchase of Goods and Services, including, but not limited to, value added, personal property, sales, use and similar taxes ("Taxes"). For any Taxes from which Client claims exemption, Client shall provide ENOVEN with properly completed exemption certificates and any documentation needed to validate the exemption prior to the purchase of the applicable Goods and Services. If Client fails to provide an appropriate exemption certificate and supporting documentation, as determined by ENOVEN, Client will remain liable for all such Taxes and will indemnify ENOVEN for any liability related to the same. Pricing and risk of loss for purchased Goods is FOB ENOVEN's site, unless purchased Goods are shipped to Client directly from the manufacturer, in which case pricing and risk of loss is FOB factory unless otherwise stated. Any claims for shortages, damages, or delays must be made by Client direct to the carrier.

4. **Payment Terms**. For Clients with an open credit account with ENOVEN, payment is due per the terms of sale documented on the final invoice. For Clients who do not have an open credit account with ENOVEN, payment is due upon delivery of Goods or completion of Services. ENOVEN may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold Goods, completed Services or scheduled Services until receipt of payment. If Client fails to pay for Goods and Services as and when due, Client shall pay a late charge of 1.5% of the invoice balance each month until charges are paid in full, and Client shall pay ENOVEN all reasonable attorneys' fees and collection costs incurred by ENOVEN. In addition to any other right of set-

off or recoupment ENOVEN has under applicable law, Client agrees that, with respect to any amounts due from Client or Client's affiliates to ENOVEN or ENOVEN's affiliates, ENOVEN and its affiliates may set-off such amounts against any amounts owing to Client or Client's affiliates. If Client requests customization of equipment, Client agrees to pay all parts and labor costs ENOVEN incurs in customizing the equipment, regardless of whether or not Client completes the purchase of the customized equipment. Client must pick up its equipment from ENOVEN's facility within 30 business days after notification from ENOVEN of completion of Services. If Client's equipment is not picked up within 30 business days after such notification, Client will be liable for storage charges of $300.00 per day from the date of completion of Services until Client's equipment is picked up. ENOVEN may sell Client's equipment if such equipment remains in ENOVEN's possession after 30 days and any amounts owed remain unpaid.

5. **Warranties**.

a. New Goods. If Client is purchasing new Goods from ENOVEN, Client acknowledges that (i) ENOVEN is not the manufacturer of the Goods; (ii) if the Goods include a manufacturer's warranty, ENOVEN will pass through to Client the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) the manufacturer's warranty will be subject to all conditions and exclusions set forth therein.

b. Used Goods. If Client is purchasing used Goods from ENOVEN, Client acknowledges that the only warranties with respect to such used Goods are those warranties, if any, expressly set forth in the bill of sale signed by ENOVEN.

c. Services. If Client is purchasing Services from ENOVEN, ENOVEN warrants that its Services will be completed in a good and workmanlike manner, with such service warranty extending for a period of twelve (12) months from completion of the original Services. If ENOVEN performs a repair pursuant to its service warranty, the warranty period remains twelve (12) months from completion of the original Services; the twelve (12) month service warranty period does not start over with the repair. If the replacement parts used by ENOVEN in connection with the provision of Services include a manufacturer's warranty, ENOVEN will pass such warranty through to Client to the extent permitted by the terms of the manufacturer's warranty. ENOVEN's service warranty will be voided in the event of any of the following: misuse or abuse of Goods by Client, subsequent repairs performed by Client or vendors other than ENOVEN, use beyond ordinary wear and tear, failure to maintain and operate Goods in accordance with the maintenance and operations manual of the manufacturer (including, but not limited to, use of fluids that do not meet the manufacturer's standards or failure to maintain fluid levels recommended by the manufacturer) or damage due to theft, vandalism or casualty.

6. **General Provisions**. Client may not assign Client's rights or obligations hereunder without ENOVEN's prior written consent, and any such attempted assignment will be void. If any provision in these Terms is found to be invalid, unlawful or unenforceable, the remaining provisions in these Terms shall remain in full force and effect. A party's waiver of any breach will not constitute a waiver of any different or subsequent breach. No employment, agency, joint venture, or similar arrangement is created or intended between Client and ENOVEN. ENOVEN retains ownership of all records relating to Goods and Services provided to Client ("Records") and may disclose the Records pursuant to a court order or in the event disclosure of the Records becomes part of ENOVEN's defense in a legal matter. Client warrants that the invoiced Goods or Services will be used for business or agricultural purposes and not for personal, family or household purposes.

PLUMAS COUNTY AUDITOR - CONTROLLER
FIXED ASSET
ADDITION

Department Number	20425	Department Name	Agriculture Weights & Measures
Date Acquired		Location of Asset	208 Fairground Rd Quincy CA 95971

Asset (Check one)

- [x] Equipment / Software / Vehicles
- [ ] Land
- [ ] Building / Improvements
- [ ] Infrastructure

Description of Asset: Crane Fassi F50A.0.23

Invoice Cost	74,301.73	Invoice Number	84229	Vendor	Envo Truck Body
Invoice Cost		Invoice Number		Vendor	
Invoice Cost		Invoice Number		Vendor	
Invoice Cost		Invoice Number		Vendor	
Invoice Cost		Invoice Number		Vendor	

Total Asset Cost: 74,301.73

Finance Source: ARPA
(General fund, Grant, Federal / State, Enterprise, Special District)

Auditor Office Only

Asset Category (Circle one): Government / Proprietary

Asset Type (Circle one):

- General
- Public Protection
- Public Ways & Facilities
- Public Assistance
- Health & Sanitation
- Education
- Recreation / Cultural Sservices
- District Function

PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Dora Mitchell, Librarian**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize supplemental budget transfer(s) of $143,554.40 from FY23/24 Vehicle 541500 to FY 24/25 Vehicle 541500 to pay final invoice for Bookmobile vehicle purchase; approved by Auditor/Controller; discussion and possible action. Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer(s) of ($143,554.40) from FY23/24 Vehicle 541500 to FY 24/25 Vehicle 541500 to pay final invoice for Bookmobile vehicle purchase; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

In January 2022, the Plumas County Library received a Stronger Together grant from the CA State Library. The $200,000 grant was intended for the purchase of a new library bookmobile to provide service to Greenville.

However, due to repeated COVID-related delays in production, the Plumas County Library Bookmobile was not delivered in FY23/24 as anticipated. A deposit of $58,538 was paid on December 2, 2022, but the remaining grant funds were then rolled over into FY23/24, with the expectation that the vehicle would be delivered that year. Delivery continued to be delayed until the final delivery date of July 18th, 2024; therefore the remaining grant funds must once again be rolled over to pay the final invoice of $136,589 (with remaining funds to be spent on supplies for operating the Bookmobile).

Action:

Approve and authorize supplemental budget transfer(s) of ($143,554.40) from FY23/24 Vehicle 541500 to FY 24/25 Vehicle 541500 to pay final invoice for Bookmobile vehicle purchase; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) (funds were received in FY23/24 but were not expended because delivery of Bookmobile vehicle was delayed)

Attachments:

1. BookMobile

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

ENTERED SR

TRANSFER NUMBER
(Auditor's Use Only)

Department: Library Dept. No: 20670 Date 7/23/2024

The reason for this request is (check one):

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

☐ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
			Total (must equal transfer to total)	

☐ **TRANSFER TO OR** ☑ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
001	20670	541500	Vehicle	143,554.40
			Total (must equal transfer to total)	143,554.40

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Rolling over Bookmobile grant funds that were unused in the 23/24 FY. We had anticipated receiving the bookmobile last year.

B) _____

C) _____

D) _____

Approved by Department Signing Authority: _____

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Dora Mitchell, Librarian**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize supplemental budget transfer(s) of $7,668.60 from Vehicle (20670/541500) to Office Supplies (20670/521800) in the amount of $69.13, Computer (20670/529500) in the amount of $3,999.47, and Professional Services (20670/521900) in the amount of $3,600, for the purchase of supplies and services for the bookmobile; approved by Auditor/Controller; discussion and possible action. Four/Fifths roll call vote**

Recommendation:
Approve and authorize supplemental budget transfer(s) of $7,668.60 from Vehicle (20670/541500) to Office Supplies (20670/521800) in the amount of $69.13, Computer (20670/529500) in the amount of $3,999.47, and Professional Services (20670/521900) in the amount of $3,600, for the purchase of supplies and services for the bookmobile; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:
In January 2022, the Library received a Stronger Together grant from the State Library for the purchase of a bookmobile to serve the Indian Valley area after the loss of the Greenville Branch Library in the Dixie Fire. The grant award included funds for the purchase of the vehicle, as well as books and supplies to stock it, and funds for services such as vehicle inspection.

For FY23/24, the full amount of the remaining grant funds were placed in the Vehicle account (20670/541500), although this amount also included funds to be used for supplies and services. The total cost of supplies and services was uncertain, so we planned to transfer amounts to the appropriate accounts as needed.

The attached transfer is needed to pay for the vehicle inspection, a children's educational tablet, and an office chair for the bookmobile.

Action:

Approve and authorize supplemental budget transfer(s) of $7,668.60 from Vehicle (20670/541500) to Office Supplies (20670/521800) in the amount of $69.13, Computer (20670/529500) in the amount of $3,999.47, and Professional Services (20670/521900) in the amount of $3,600, for the purchase of supplies and services for the bookmobile; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) (grant funds received from State Library)

Attachments:
1. budget transfer_7-8-24

FY 23/24

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Library Dept. No: 20670 Date 7/8/2021

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
001	20670	541500	Vehicle	7,668.60
			Total (must equal transfer to total)	7,668.60

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	$ Amount
001	20670	521800	Office Supplies	69.13
001	20670	529500	Computer	3,999.47
001	20670	521900	Professional Services	3,600.00
			Total (must equal transfer to total)	7,668.60

Supplemental budget requests require Auditor/Controller's signature

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

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

A) To cover FY 23/24 expenses related to the Bookmobile

B) _____

C) _____

D) _____

Approved by Department Signing Authority: _____

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Dora Mitchell, Librarian**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Sierra County to update invoice format; (No General Fund Impact) no cost to Plumas County; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Sierra County to update invoice template; (No General Fund Impact) no cost to Plumas County; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Effective June 18, 1996, Plumas County and Sierra County entered into Agreement No. 96-115, in which Plumas County agrees to operate Sierra County library stations and provide library services to their residents in Loyalton, Sierra City, Downieville, and Alleghany. Sierra County compensates Plumas County each year for their assistance based on percentages of total library costs.

In 2020, Plumas and Sierra County reviewed and revamped the Agreement (Sierra County Agreement 2020-070) where Plumas County continues to provide operational and service support, library materials, professional training, and access to CA State Library while Sierra County now oversees all human resource and building/utilities costs and labor law requirements. In July 2024, the Agreement is to be automatically renewed for an additional three (3) years to terminate June 30, 2027, unless further extensions are granted. (This agreement may be modified with both parties' consent and terminated by either party by serving written notice of termination no later than June 1 of any year.)

To better fit actual costs for the next three years, the attached amendment updates the invoice template to reflect current personnel and services and supplies being used by Library Headquarters to provide information, materials, services, and support to Sierra County Library Station staff and patrons.

The following changes have been made under Personnel Costs:

- Removal of the Librarian position. Currently, the FTE has been re-purposed for other positions for Plumas County Library staff. It is unlikely a Librarian 1.0 FTE position will be added within the next three years.
- Addition of the second Library Technician. The system now has two 1.0 FTE Library Technicians who catalog and process materials for the stations, which also includes but is not limited to adding materials to the collection, weeding, and the Zip Book Program.
- Decreased the percentage from 2.8% to 1% and 2% to match hours that will be spent for the Fiscal and Tech Services Assistant and two Library Technicians.

The following changes have been made under Services and Supplies Costs:

- Removal of the microfilm expenditure account. The library no longer needs to turn print newspapers into microfilm. Digitization efforts will now be focused on the Plumas County Library's California Collection and related documents. Going forward, while Sierra County patrons will have access to microfilm and all other digitized resources, the project itself falls under the Plumas County collection only.
- Removal of the Travel (Out of Country) account from Services and Supplies and into Overhead costs. Previously Travel (Out of County) had been set at a flat cost per fiscal year. Going forward, this account will fall under the Overhead category and will account for actual use by Plumas or Sierra staff to travel between counties. Sierra County will only be charged each year for actual and/or planned usage when they receive the invoice (to a maximum of $300).

These changes to the invoice template will more accurately reflect the staff, services, and supplies used by Sierra County stations and Sierra County patrons.

Action:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Sierra County to update invoice format; (No General Fund Impact) no cost to Plumas County; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

(No General Fund Impact) no funds required

Attachments:

1. Library Service Agreement - FINAL - July 1 2020
2. Sierra County Agreement_Amendment 1

Finalized Copy
July 1 2020

Sierra County Agreement 2020- 070
Plumas County Agreement 2020-

AGREEMENT FOR COUNTY FREE LIBRARY SERVICES

BY THIS AGREEMENT, by and between the County of Plumas, State of California (hereinafter "PLUMAS") and the County of Sierra, State of California (hereinafter "SIERRA"), the parties hereto agree as follows:

OPERATIVE PROVISIONS

1) **SCOPE AND AUTHORITY.** "PLUMAS" provides a County Free Library Service to its residents as authorized under the California Education Code, Section 19100 et seq., and this public service is managed by a qualified Librarian under the direction of the "PLUMAS" Board of Supervisors. "SIERRA" wishes to provide limited County Free Library service to its residents and wishes to secure an Agreement with "PLUMAS" as authorized under the California Education Code, Section 19108, to provide limited County Free Library services as defined herein.

2) **SERVICES PROVIDED BY "PLUMAS" UNDER THIS AGREEMENT.**

"PLUMAS" agrees to provide the following library services under this Agreement:

a. Provide limited County Free Library services to "SIERRA" at branch library locations currently located in the communities of Loyalton, Downieville, Sierra City, and Alleghany.
b. Provide a credentialed County Librarian for reasonable levels of management oversight, reporting, and any required training to "SIERRA" branch library paid and volunteer staff regarding County Free Library services.
c. Provide books and other materials customarily provided to branch library stations and under the supervision of the County Librarian, provide support services and programs under the Library Consortium, the California State library, and other library associations and organizations

that "PLUMAS" typically engages in the provision of County Free Library services.

d. Provide, catalog, and ship materials and supplies to the "SIERRA" branch library stations; process reimbursements to branch library stations; and handle patron requests and required shipments.
e. Provide "SIERRA" reasonable professional and technical support for recruitment, job interviews and employee on-boarding and placement, employee review and any personnel related actions, and time-worked reporting to the Sierra County Auditor for paid staff and volunteers located at each of the branch library stations.

3) **OBLIGATIONS OF "SIERRA" UNDER THIS AGREEMENT.**

"SIERRA" shall be responsible for the following obligations under this Agreement:

a. Provide all human resource and employee-related services, supervision, and responsibilities for paid staff and volunteers serving the "SIERRA" branch library stations including payroll, personnel administration, required orientation and training, interfacing with workers compensation and insurance, and assuring compliance with Federal, State and County rules and regulations governing personnel.
b. Providing timely reporting and any statistics as requested by the Plumas County Librarian.
c. Provide physical space to serve as branch library stations and assure that such sites provide safe and compliant public access. "SIERRA" will conduct reasonable inspections to assure that branch library sites are safe and properly maintained.
d. Be directly responsible for lease or rental payments for branch library stations, utility bills including but not limited to propane, electricity, domestic water, solid waste, heating oil, property and general liability insurance, and phone/internet services.
e. Directly fund and provide payroll to the branch library stations based on historical budget allocation as follows: at Loyalton one .169 FTE employee(13.5 hours every two weeks); at Alleghany one .025 FTE employee (2.5 hours every two weeks); at Sierra City one .119 FTE employee (9.5 hours every two weeks); and at Downieville one .119 FTE employee (9.5 hours every two weeks). Hours may be adjusted up or down by "SIERRA" after consultation with the County Librarian.
f. Based on budget, resources, and priorities, provide procurement, maintenance, and replacement of Informational Technology assets and related equipment at any of the branch library stations.

4) **COMPENSATION.**

"PLUMAS" shall annually, during the term of this Agreement and at least thirty (30) days prior to adopting a final County budget, submit to "SIERRA" a proposed budget for the provision of County Free Library Services outlining the proposed costs to "SIERRA" under this Agreement. This final budget shall not include the direct costs to "SIERRA" since the cost for employees, lease or rent payments for branch library stations, and utility costs, and other costs identified herein are exclusively a separate and direct responsibility of "SIERRA" under the terms of this Agreement. "SIERRA" may provide comments to "PLUMAS" on the proposed budget. Upon adoption of a final County Library budget by "PLUMAS", it shall submit an invoice to "SIERRA" with a copy of the adopted Library budget and "SIERRA" shall tender payment within thirty (30) days of receipt.

The form of the invoice submitted to "SIERRA" by "PLUMAS" shall be provided annually in the format provided on the exhibit attached hereto as Exhibit A, which identifies those cost centers of the Plumas County Library budget that incur expenses attributed to "SIERRA" under this Agreement for salaries, services and supplies, and A-87 cost allocation/overhead.

It is understood by both Parties that in any given year or from time to time, grants, special projects, or issues that may arise in mid-year can create fluctuations in expenses and revenues and it is understood that when such a condition occurs, "PLUMAS" and "SIERRA" recognize the need to initiate communication between the "Contact Persons" identified in this Agreement for "Notice" between both Parties to this Agreement and approve any required amendments to the budget developed annually under this Agreement.

Each branch library station occasionally collects late fees (estimated not to exceed $20 per fiscal year) and also may have occasional book sales, take in donations, and participate in fund raising activities. It is recognized that each branch library station shall continue to forward collected late fees to the Plumas County Librarian as has been done in the past and any revenues collected through donations, book sales, or fund raising activities shall continue to be authorized for use in branch library station to assist in funding special events, purchase of supplies or payment of site utilities as may be needed, and costs for minor expenses associated with the operation of each branch library station.

5) **TERM AND TERMINATION.**

The term of this Agreement shall be three years beginning July 1, 2020 and ending on June 30, 2024. This Agreement may be terminated by either party by

serving written notice of termination no later than June 1 of any year. Otherwise, this Agreement will renew automatically for an additional term of three (3) years commencing July 1, 2024 and terminating June 30, 2027 unless further extensions are granted. This Agreement may be modified upon mutual written consent of both parties and any modification to compensation shall commence and become effective at the beginning of the fiscal year following the approved Agreement modification.

6) **INDEMNIFICATION.**

"SIERRA" agrees to hold harmless, indemnify, and defend "PLUMAS" from all claims or losses accruing or resulting from injury, damage, or death of any person, firm, corporation, in connection with the performance of their obligations under this Agreement, including any claim of wrongdoing by a "SIERRA" employee, volunteer, or intern. "SIERRA" further agrees to hold harmless, and indemnify and defend "PLUMAS" from any and all claims or losses incurred by any supplier, contractor, or sub-contractor furnishing work, services, or materials in connection with their obligations under this Agreement. "PLUMAS" agrees to hold harmless, indemnify, and defend "SIERRA" from all claims or losses accruing or resulting from injury, damage, or death of any person, firm, corporation, in connection with the performance of their obligations under this Agreement, including and claim of wrongdoing by a "PLUMAS" employee, volunteer, or intern. "PLUMAS" further agrees to hold harmless, and indemnify and defend "SIERRA" from any and all claims or losses incurred by any supplier, contractor, or sub-contractor furnishing work, services, or materials in connection with their obligations under this Agreement. This provision survives termination of this Agreement.

7) **RECIPROCAL WAIVER OF CLAIMS.**

"PLUMAS" and "SIERRA" shall each be responsible for their own losses, including Workers Compensation benefits as may be applicable to any injuries sustained by an employee, intern, or volunteer of each Party, arising out of the performance of this Agreement. Each of the Parties hereby waive and release any claim against the other for compensation for any loss or damage to its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of services under this Agreement.

8) **NO PARTNERSHIP.**

This Agreement shall not create a partnership nor joint venture, as between the parties, nor shall be considered as such. Each of the Parties shall retain their

independent status. Neither "PLUMAS" nor "SIERRA" are agents one of the other.

9) **INSURANCE.**

"PLUMAS" AND "SIERRA", so long as both Parties are members of the Trindel and CSAC-EIA Insurance Program, will not be required to provide separate liability, workers compensation, or property insurance and shall not be required to identify each Party as additional Insured under this Agreement.

10) **NOTICE/CONTACT PERSONS.**

The following contact persons shall be designated as the parties that receive notice and any official notifications under this Agreement:

For "PLUMAS":

Plumas County Board of Supervisors
Attn.: Chairman of the Board
520 Main Street
Quincy, California 95971

With Copies to: County Administrator
520 Main Street-Suite 309
Quincy, California 95971

County Librarian
445 Jackson Street
Quincy, California 95971

For "SIERRA":

Sierra County Board of Supervisors
Attn: Chairman of the Board
PO Drawer D
Downieville, California 95936

With Copies to: County Auditor
PO Box 425
Downieville, California 95936

11) EFFECTIVE DATE OF AGREEMENT.

This Agreement shall become effective as of July 1, 2020.

SIERRA COUNTY:

By: _____
JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

PLUMAS COUNTY:

By: _____
KEVIN GOSS, CHAIRMAN
BOARD OF SUPERVISORS

By: _____
SHARON THRALL, VICE-CHAIR
BOARD OF SUPERVISORS

APPROVED AS TO FORM:

_____
CRAIG SETTLEMIRE
COUNTY COUNSEL

_____ 6/14/20
GABRIEL HYDRICK
COUNTY ADMINISTRATOR

ATTEST:

_____
NANCY DA FORNO
CLERK OF THE BOARD

LIBRARY SERVICES AGREEMENT

EXHIBIT "A"
FORMAT FOR INVOICING
FISCAL YEAR 2020-2021

	Total
Plumas County Personnel Costs Applicable to Services to Sierra County 2.8%* of the Following Positions 1) County Librarian 2) Librarian 3) Fiscal and Tech Services Assistant 4) Library Technician	
2019-2020 Costs-$147,818.00 (Salaries Only)	
Salaries at 2.8%	$4,138.90
Benefits-38% of Salaries (Per Plumas County Salary/Benefit Ratio) of $4138.90	$1,572.78
PLUMAS COUNTY SERVICES AND SUPPLIES COSTS APPLICABLE TO SERVICES TO SIERRA COUNTY 3.7%* of the Following Cost Centers/Sub Accounts 1) Postage 2) Office Expense 3) Library Processing 4) Microfilming 5) Program Subscriptions 6) Books 7) Travel (Out of County)	
2019-2020 Costs-$61,033.00	
3.7%-$2,258.22	$2258.22
PLUMAS COUNTY 2 CFR PART 200 (A-87) COST ALLOCATION FOR OVERHEAD 5.5% of the Cost Allocation Plan for Services Provided To the Plumas County Library Budget for Services To Sierra County by the following Departments: County Auditor, County Treasurer-Tax Collector, County Counsel, County Administrator, and County Human Resources**	
2019-2020 Costs-$22,856.00	
5.5%-$1257.08	$1257.08
CONTINGENCY***	$1000.00
Total	$10,226.98

*Percentages Computed Annually by County Librarian Based on Approved Final Budget
**HR will not be included in future invoices-Sierra County Provides Services
***Contingency, if not used, will be rolled over to ensuing fiscal year invoice and only to be used by Plumas County Librarian

LIBRARY SERVICES AGREEMENT

EXHIBIT "A"
FORMAT FOR INVOICING
FISCAL YEAR 2020-2021

	Total
Plumas County Personnel Costs Applicable to Services to Sierra County 2.8%* of the Following Positions 1) County Librarian 2) Librarian 3) Fiscal and Tech Services Assistant 4) Library Technician	
2019-2020 Costs-$147,818.00 (Salaries Only)	
Salaries at 2.8%	$4,138.90
Benefits-38% of Salaries (Per Plumas County Salary/Benefit Ratio) of $4138.90	$1,572.78
PLUMAS COUNTY SERVICES AND SUPPLIES COSTS APPLICABLE TO SERVICES TO SIERRA COUNTY 3.7%* of the Following Cost Centers/Sub Accounts 1) Postage 2) Office Expense 3) Library Processing 4) Microfilming 5) Program Subscriptions 6) Books 7) Travel (Out of County)	
2019-2020 Costs-$61,033.00	
3.7%-$2,258.22	$2258.22
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2019-2020 Costs-$22,856.00	
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CONTINGENCY***	$1000.00
Total	$10,226.98

*Percentages Computed Annually by County Librarian Based on Approved Final Budget
**HR will not be included in future invoices-Sierra County Provides Services
***Contingency, if not used, will be rolled over to ensuing fiscal year invoice and only to be used by Plumas County Librarian

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND SIERRA COUNTY

This First Amendment to Agreement ("Amendment") is made on July 1, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and the County of Sierra, a political subdivision of the State of California (hereinafter "SIERRA") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. PLUMAS COUNTY and SIERRA COUNTY have entered into a written Agreement dated July 1, 2020, (the "Agreement"), in which PLUMAS COUNTY agreed to provide library services, supplies, and professional support to SIERRA COUNTY.

    b. Because of PLUMAS COUNTY staff and services changes the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

    a. Exhibit A is amended as attached.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2020, shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

SIERRA COUNTY:

By: _____

PAUL ROEN, CHAIRMAN
BOARD OF SUPERVISORS

By: _____

LEE ADAMS, VICE-CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____, Assistant

HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____

RHETTA VANDER PLOEG
COUNTY COUNSEL

PLUMAS COUNTY:

By: _____

GREG HAGWOOD, CHAIRMAN
BOARD OF SUPERVISORS

By: _____

DWIGHT CERESOLA, VICE-CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____

ALLEN HISKEY
CLERK OF THE BOARD

Approved as to form:

_____

Craig Settlemire
Counsel

LIBRARY SERVICES AGREEMENT - EXHIBIT "A"

FORMAT FOR INVOICING
FISCAL YEAR 2024-2025

		Total
Plumas County Personnel Costs Applicable to Services to Sierra County 2.8%, 2%, and 1% of the Following Positions		
1) County Librarian	(2.8%)	$ -
2) Fiscal and Tech Services Assistant	(1%)	$ -
3) Library Technician	(2%)	$ -
4) Library Technician	(2%)	$ -
Salaries Sub-Total		$ -
Benefits-38% of Salaries (Per Plumas County Salary/Benefit Ratio)		$ -
Sub-Total		$ -
PLUMAS COUNTY SERVICES AND SUPPLIES COSTS APPLICABLE TO SERVICES TO SIERRA COUNTY 3.7% of the Following Cost Centers/Sub Accounts		
1) Postage		$ -
2) Office Expense		$ -
3) Library Processing		$ -
4) Program Subscriptions		$ -
5) Books		$ -
Sub-Total		$ -
PLUMAS COUNTY 2 CFR PART 200 (A-87) COST ALLOCATION FOR OVERHEAD 5.5% of the Cost Allocation Plan for Services Provided to the Plumas County Library Budget for Services To Sierra County by the following Departments: County Auditor, County Treasurer-Tax Collector, County Counsel, and County Administrator		
Sub-Total		$ -
Travel (Out of County) *		$ -
Contingency **		$ -
Total		**$ -**

* Travel, Out of County ($300 max) and is based on actual or estimated planned travel costs for the fiscal year at time of invoice.
** Contingency ($1000 max), if not used, will be rolled over to the ensuing fiscal year invoice and only to be used by Plumas County Librarian.

PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Dora Mitchell, Librarian**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Library to recruit and fill one extra-help Greenville Branch Library Aide; (No General Fund Impact) (funds are already budgeted in Other Wages for FY24/25); discussion and possible action.**

Recommendation:
Approve and authorize Library to recruit and fill one extra-help Greenville Branch Library Aide; (No General Fund Impact) (funds are already budgeted in Other Wages for FY24/25); discussion and possible action.

Background and Discussion:
Plumas County Library currently staffs the Greenville Temporary Library with several extra-help Library Aides who alternate shifts and fill in as needed due to illness, vacations, and other absences. Beginning in mid-August, we will close the Greenville Temporary Library and provide library services from the Bookmobile instead. The Bookmobile will also be staffed by extra-help library aides, pending the approval of and recruitment for the new Bookmobile Assistant position.

On several recent occasions, the Greenville branch has been forced to close due to unavailability of staff. In order to have sufficient coverage for all open hours, we require another aide in the Greenville rota. The number of extra help hours worked will not increase, so there is no additional cost to the budget. We hope that having an additional aide trained and ready to work as needed will enable us to maintain more consistent open hours going forward.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Action:

Approve and authorize Library to recruit and fill one extra-help Greenville Branch Library Aide; (No General Fund Impact) (funds are already budgeted in Other Wages for FY24/25); discussion and possible action.

Fiscal Impact:

(No General Fund Impact) (funds are already budgeted in Other Wages for FY24/25)

Attachments:
1. Critical Staffing Questionnaire - Lib Aide_8-6-24
2. Organizational Chart for Plumas County Library and Literacy System (1)
3. Libary Aide Job Description

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR FISCAL YEAR 2024/2025

1. Is this a legitimate business, statutory, or financial justification to fill the position?

   Yes. Having several extra-help Library Aides to staff the Greenville Temporary Library, and the Bookmobile until a driver is hired, is critical to maintain library services for residents of the Indian Valley area.

2. Why is it critical that this position be filled at this time?

   Library Aides (Extra Help) are crucial to continue library services. Library Aides for Greenville Branch cover duties including but not limited to front desk coverage, processing materials, programming assistance, and system support. No permanent staff work in the Greenville Branch currently, so when no aides are available, the Branch must be temporarily closed.

3. How long has this position been vacant?

   We have continuously had Extra Help Library Aides on staff. Of the three aides who currently staff Greenville, two wish to decrease their hours, and one is seeking other employment.

4. Can the department use other wages until the next budget cycle?

   This position is Extra Help and will be using Other Wages.

5. What are staffing levels at other counties for similar departments and/or positons?

   Other counties who run similar programs through their library systems have similar positions.

6. What core function will be impacted without filling the position prior to July 1st?

   If we are unable to hire additional support for the Greenville area, we will be unable to provide more than one to two days of library service per week for residents.

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

   The Branch cannot run without front desk coverage and other necessary duties. Without additional staff, the Greenville Library and Bookmobile will be unable to operate. The County's fiscal investment in the Bookmobile and related supplies and materials will go to waste if we are unable to staff it.

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

N/A

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

   No.

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

   This position is Extra Help and is at-will. This is a General Fund dept.

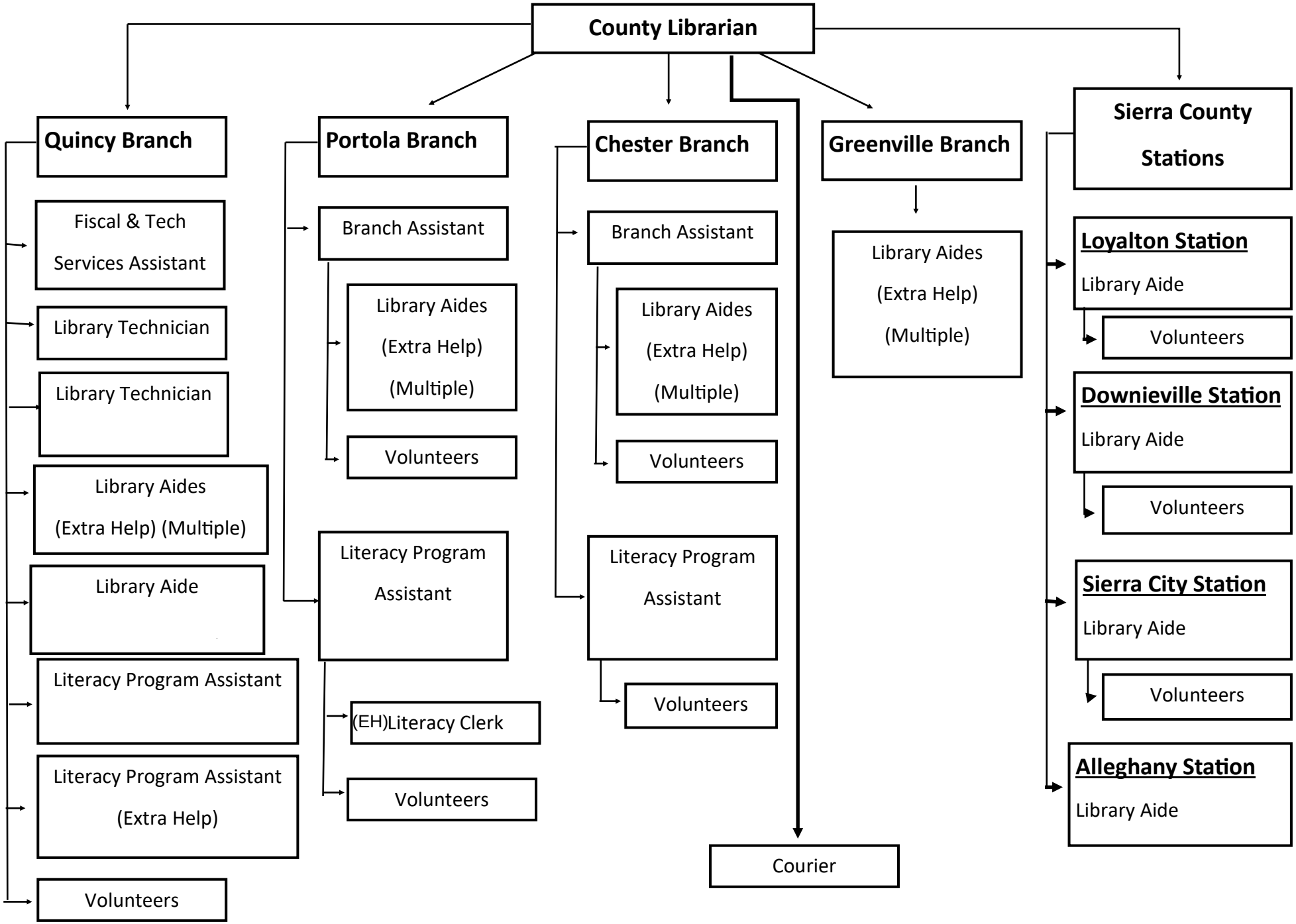
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

    The immediate filling of this position will not impact the General Fund as funding has already been sent aside for FY2425. This position is accounted for during budget planning as it is a necessary position to run the Library Department. No increased need for General Fund support (aside from any COLAs that may occur) is expected to come from filling this position over the next two years.

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

    No, the department is funded by the General Fund and grants.

PLUMAS COUNTY LIBRARY AND LITERACY SYSTEM ORGANIZATIONAL CHART



LIBRARY AIDE

DEFINITION

Under general supervision, to perform typing, filing, and other office assistance duties; to learn perform a basic patron and circulation assistance and other support functions in the County library system; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level for Library support classifications. Incumbents learn and perform a variety of Library support functions including basic patron and circulation assistance. When an incumbent has demonstrated sufficient work skills and job knowledge, they may be promoted to the Branch Library Assistant or Library Technician classifications.

REPORTS TO

County Librarian.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

LIBRARY AIDE - 2

EXAMPLES OF DUTIES

- Performs a variety of office support functions for the Plumas County Library System.
- Learns library procedures and functions and provides basic patron assistance in the use of Library facilities and resources.
- Learns circulation desk procedures and policies and performs circulation desk functions such as checking out material for circulation, issuing library cards, and collecting monies for overdue and damaged books and media.
- May receive and transmit patron requests for books, media, and information.
- Compiles information for statistical summaries and reports.
- Assists with book repair and mending.
- Re-shelve returned material.
- Prepares periodicals for patron use.
- Updates collection lists and other records.
- Learns and performs a variety of Library support functions.
- Maintains account records on monies collected.
- Updates records and reports.
- Types a variety of correspondence, information, and other materials.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

LIBRARY AIDE - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Correct English usage, spelling, grammar, and punctuation.
- Modern office methods, practices, and procedures.
- Maintenance of filing and information retrieval systems.
- Mathematics.
- Public relations.

Ability to:

- Perform a variety of typing, filing, and office support assignments.
- Learn library operations, functions, and policies.
- Learn and perform circulation assistance assignments.
- Learn and perform a variety of Library support assignments.
- Make arithmetical calculations.
- Maintain accurate records and prepare reports.
- Effectively represent library services with the public.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One (1) year of general office assistance work experience or completion of office skills training courses.

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

PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Dora Mitchell, Librarian**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to sign a Lease Agreement between Shepard Kest Porter and Cheri Prior and the Plumas County Library Department for parking the Library Bookmobile at The Spot located at 136 Crescent Street, Greenville, CA on an as needed basis to conduct Library business; approved as to form by County Counsel, and approve the Grand Opening of the Plumas County Library Bookmobile at The Spot in Greenville on August 13, 2024; discussion and possible action.**

Recommendation:

Approve and authorize Chair to sign a Lease Agreement between Shepard Kest Porter and Cheri Prior and the Plumas County Library Department for parking the Library Bookmobile at The Spot located at 136 Crescent Street, Greenville, CA on an as needed basis to conduct Library business; approved as to form by County Counsel, and approve the Grand Opening of the Plumas County Library Bookmobile at The Spot in Greenville on August 13, 2024; discussion and possible action.

Background and Discussion:

The Library is proud to announce the arrival of the new Plumas County Library Bookmobile, a vital addition to our community outreach services. This state-of-the-art vehicle is equipped with modern amenities and will offer a diverse array of books and electronic resources, such as Wi-Fi, e-readers, educational tablets for children, and Wi-Fi hotspots for patrons to borrow for internet access at home. The Bookmobile is designed to meet the needs of residents in underserved and remote areas, and will significantly enhance our efforts to promote literacy, provide access to educational resources, and support lifelong learning throughout Plumas County.

The Library plans to officially open the Bookmobile in Greenville at The Spot on August 13th. It will begin its regular route throughout Indian Valley and other regions of the County as soon as we are authorized to hire a Bookmobile Assistant to drive the vehicle.

The Bookmobile will be parked at the Quincy Library until August 9th. We would like to extend an open invitation to the Honorable Board to stop by the Quincy Library at any time until then for a tour of the Bookmobile to see the capabilities and benefits it offers to our community.

Action:

Approve and authorize Chair to sign a Lease Agreement between Shepard Kest Porter and Cheri Prior and the Plumas County Library Department for parking the Library Bookmobile at The Spot located at 136 Crescent Street, Greenville, CA on an as needed basis to conduct Library business; approved as to form by County Counsel, and approve the Grand Opening of the Plumas County Library Bookmobile at The Spot in Greenville on August 13, 2024; discussion and possible action.

Fiscal Impact:

(No General Fund Impact) (funds for operating and staffing the Bookmobile are already budgeted for FY24/25)

Attachments:

1. BookMobile Lease Agreement

LIBRARY TRUCK SPACE RENTAL AGREEMENT

This LIBRARY TRUCK (BOOKMOBILE) SPACE RENTAL AGREEMENT (Agreement) is entered into by and between Shepard Kest Porter and Cheri Prior (Kest and/or Cheri), with their mailing address of 5458 North Valley Road, Greenville, California 95947, and the Library Department of Plumas County, a subdivision of the State of California (Vendor), with its principal business/mailing address located at 445 Jackson Street, Quincy, CA 95971, for the purpose of establishing the terms and conditions by which Vendor can lease time and space to conduct library business and activities on 136 Crescent Street, Greenville, California (part of The Spot).

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. **Term of the Agreement**: Upon complete execution by both parties and with all necessary documentation supplied pursuant to Section 3 of this Agreement, the term of this Agreement (Term) shall be month-to-month.

2. **Termination of this Agreement**: Either Party may terminate this Agreement with 30 days notice.

3. **Vendor Documentation**: Vendor shall provide Kest and Cheri with true and correct copies of any business documentation required by law or requested by Kest or Cheri, including but not limited to permits and insurance.

4. **Rental Fees and Utilities**: No rent shall be charged for the use of the parking space for the Bookmobile. Water and sewer (if applicable), electricity, and trash removal are to be paid by the vendor to the utility companies.

5. **Library Truck Space Utilization and Standards**:
   A. Kest or Cheri will assign Vendor a parking space to be accessed only via the route(s) designated by Kest or Cheri.
   B. The parking assignment will be limited to within a specifically agreed upon and marked area in a portion of 136 Crescent Street.
   C. Exclusive use of Parking Space or Area: Vendor shall not transfer, assign, sublet, or otherwise share its space without prior written approval of Kest or Cheri.
   D. Display: Kest and Cheri have the final say on how an assigned parking space or area is used and how Vendor's library truck presents to the general public.

6. **Utilization of Personal Property:** Vendor may place tables, chairs or other items of personal property within the perimeter or "footprint" of Vendor's assigned parking space or area only. Vendor may add a concrete base to their area for a bookdrop but it must be added and removed by the vendor. They may otherwise use screw-in anchors or other bolting mechanisms. Vendor shall not utilize any other space or area on 136 Crescent Street for this purpose without Kest or Cheri's prior, written consent. Additionally, Vendor shall have all its property removed at the termination of this agreement, unless prior written approval is given by Kest or Cheri.

7. **Responsibility for Garbage:** From time to time during its hours of operation and upon the close of operation for the day, Vendor shall clean up any garbage on its assigned parking space, area or beyond, which originated from its operation. Garbage shall then be removed from the premises by Vendor at the close of operation for the day.

8. **Indemnification and Insurance:**
   A. Vendor does hereby agree to defend and indemnify Kest and/or Cheri, from any claim, action or proceeding against Vendor, arising solely out of the acts or omissions of Vendor in the performance of this Agreement. At their sole discretion, Kest and/or Cheri may participate at their own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Vendor of any obligation imposed by this Agreement. Kest and/or Cheri shall notify Vendor promptly of any claim, action or proceeding and cooperate fully in the defense.

   Kest and/or Cheri hereby agree to defend and indemnify Vendor, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against Vendor, arising solely out of the acts or omissions of Kest and/or Cheri in the performance of this Agreement. At its sole discretion, Vendor may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Kest and/or Cheri of any obligation imposed

by this Agreement. Vendor shall notify Kest and/or Cheri promptly of any claim, action or proceeding and cooperate fully in the defense.

Vendor hereby agrees to defend itself, and the Kest and/or Cheri hereby agree to defend themselves, from any claim, action or proceeding arising out of the concurrent acts or omissions of parties. In such cases, County and Contractor agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided below. In cases where Vendor and Kest and/or Cheri agree in writing to a joint defense, Vendor and Kest and/or Cheri may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Contractor. Joint defense counsel shall be selected by mutual agreement of Vendor and Kest and/or Cheri. Vendor and Kest and/or Cheri agree to share the costs of such joint defense and any agreed settlement in equal amounts. Vendor and Kest and/or Cheri further agree that neither party may bind the other to a settlement agreement without the written consent of both Vendor and Kest and/or Cheri. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, Vendor and Kest and/or Cheri may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

B. **Insurance:** Vendor shall procure and keep in force, at its expense, insurance coverage (so-called "public" or "general" liability coverage) against any risk as described above. Shepard Kest Porter and Cheri L. Prior shall be named as additional insured parties on such policy..

7. Video and Photography Release: Vendor hereby grants to Kest and Cheri the irrevocable and unlimited right and permission to use photographs and/or video recordings of Vendor's library truck business operation on each of Kest and Cheri's social media and other internet properties, promotional flyers, marketing materials, derivative works, or for any other similar purpose, without compensation or permission from Vendor.

8. Miscellaneous: This Agreement constitutes the entire agreement between the parties and no other agreements, oral or written, are binding upon the parties. This Agreement may only be modified by written agreement signed by both parties. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law. This Agreement shall be governed by and construed in accordance with laws of the state of California, and the venue for all disputes arising under this Agreement shall be in the courts of Plumas County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend to be bound thereby as of the date of the last party to sign.

(Vendor Company Name): County of Plumas

Signature: _____

Greg Hagwood, Chair - Board of Supervisors Date _____

Signature: _____

Allen Hiskey, Clerk of the Board Date _____

Shepard Kest Porter Date 6-26-2024

Cheri L. Prior Date 6-26-2024

Shepard Kest Porter and Cheri L. Prior, Owners of 136 Crescent Street, Greenville, California (part of The Spot)

Approved as to Form: Sara James, Attorney

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**11:00 AM - PUBLIC HEARING: Introduce and waive first reading of an ORDINANCE of the County of Plumas, State of California AMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE regarding various Plumas County Speed Zones; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:
The Department of Public Works respectfully requests the Board of Supervisors hold the public hearing on the ordinance, introduce and waive the first reading of the ordinance, and schedule adoption of the ordinance at the next regularly scheduled Board of Supervisors meeting.

Background and Discussion:
Section 40802 of the California Vehicle Code (CVC) requires that all non-statutory or prima facie speed zones be updated via an Engineering and Traffic Study (ETS) Report every 5-7 years.

The Plumas County Director of Public Works and Road Commissioner has caused to be completed an "Engineering & Traffic Study" (ETS) Report to verify that the posted speed limits of the following speed zones meet requirements as set forth in the California Vehicle Code.

County Road 406 - Quincy Junction Road (45 mph)
County Road 313 - A13 (45 mph)

The recently completed ETS reports for Quincy Junction Road and A13 recommend the following speed zone changes:

County Road 406 - Quincy Junction Road (40 mph)
County Road 313 – A13 (Split into 35 mph and 45mph)

Action:

11:00 AM - PUBLIC HEARING: Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California ADMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE regarding various Plumas County Speed Zones ; approved as to form by County Counsel.; discussion and possible action. No General Fund Impact. **Roll call vote.**

Fiscal Impact:

No General Fund Impact. Road Fund.

Attachments:
1. ETS - A13 45mph
2. 3501 Ordinance - Speed Zone Change FINAL (1)
3. ETS - CR406 40mph
4. ETS - A13 35mph
5. County Code Revisions - Article 7 Speed Limits 062824

County of Plumas

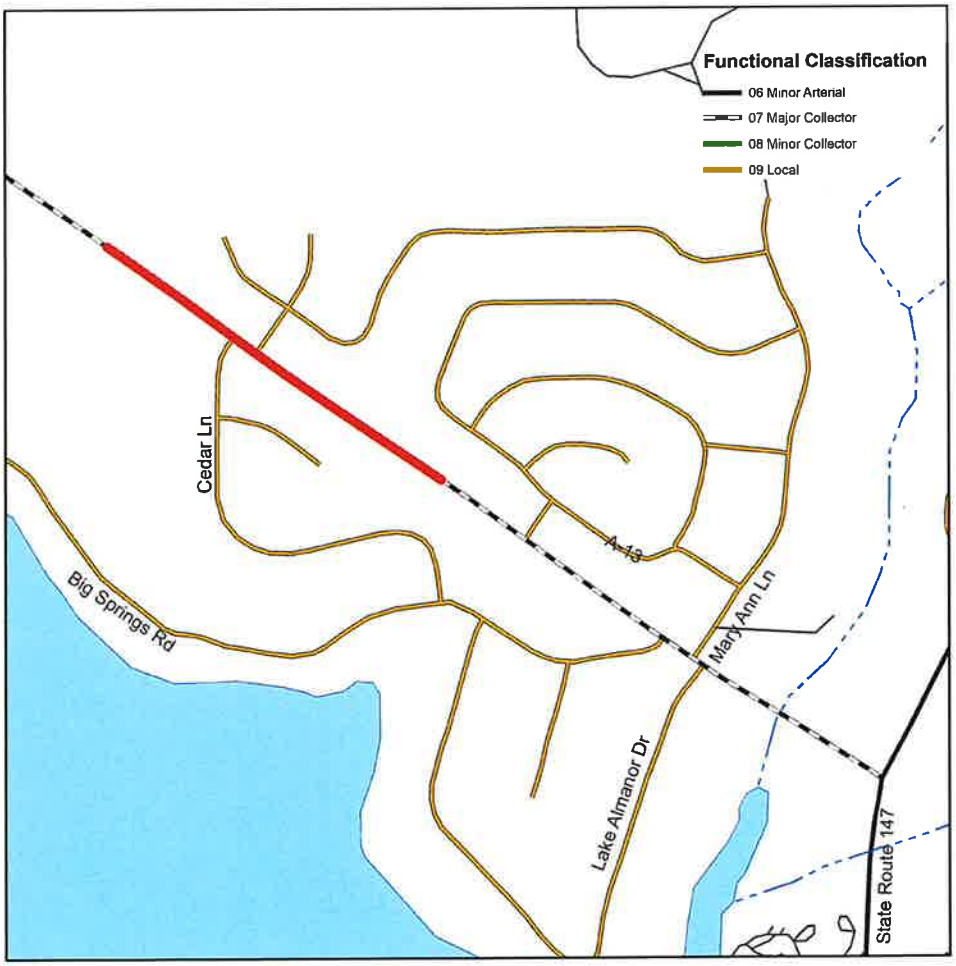
Engineering and Traffic Survey
Speed Zoning

County Road A-13

From a point 2640 feet northwest of the intersection with State Route 147
to a point 770 feet northwest of the intersection with Cedar Ln.

1. **Posted Speed –** The posted speed limit for this segment is 45 mph. This section of A13 has not been codified and is not approved for radar enforcement.

2. **Physical Conditions –** This section of the two-lane roadway is approximately 2000 ft. in length, with two residential road connections part way down a moderate to steep grade.



3. **Prevailing Speed-** Speed measurements were taken at one (1) location on April 12, 2024, in accordance with standard practices with the following results.

Location 1 – Cedar Ln to Parkside Way

Critical Speed = 52.22
Median Speed = 46
10 mph Pace = 44-53
Percent in Pace = 73%

For additional information see Appendix A.

4. **Traffic Volumes-** The ADT for this segment is 1457 vehicles.

5. **Accident Records-** Accident records were checked from January 2018 to December 2023. There were 0 reported accident during this period. The collision rate for this roadway segment is 0.00 collisions per million vehicle miles compared to a rate of 1.04 for comparable streets.

6. **Highway, Traffic and Road Conditions that are not readily Apparent to the driver-** The roadway segment is strait with a moderate to steep downward grade that ends in a 35-mph commercial zone.

7. **Recommendations-** The recommendation is to lower the current 85th percentile speed of 50 mph to 45 mph (-5 mph per CVC 22358.6(b)) and approve for radar enforcement.

Robert Thorman, PE
Director of Public Works
Plumas County Public Works

Appendix "A"

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
VEHICLE SPEED STUDY SHEET

ROAD NAME A-13 ROAD NUMBER 313 DATE 4/11/2024

LOCATION Cedar Ln to Parkside Way EXISTING SPEED ZONE 45 Mph

DIRECTION Both BEGIN TIME 12:45 pm END TIME 1:45 pm WEATHER Sunny

GPS COORDINATES
NORTH
WEST

MPH	NUMBER OF VEHICLES (1 5 10 15 20 25 30 35 40 45 50)	TOTAL
35		
	8 1	2
	5 1 2	3
40	1 1 7 1	4
	1 4 2	3
	2 5 7 1 2	5
	4 1 3 1	4
	2 1 1 1 2 1 1	7
45	1 1 1 1 1 1	6
	1 1 1 1 1 1 1	7
	1 2 2 1 6 1 1 1 7 1	10
	1 1 1 1 2 1 1 1 1	9
	1 1 1	3
50	1 1 1 2 1	5
	1 2 1 1 1 1 1 1 1	9
	1 1 1 1	4
	1 1 1 1 6 1 4 1 1	9
	1 1 1	3
55	1 1 1 1	4
	1	1
60		
65		

The **85th percentile** speed is the speed at which 85 percent of the free-flowing vehicles travel, under optimum driving

CRITICAL SPEED= 52.22

The **Average speed** is the speed at which 50 percent of the free-flowing vehicles travel, under optimum conditions.

AVERAGE SPEED= 46

10 MPH span which covers the highest number of vehicles

44 Mph to 53

1	Autos & Pickups
2	Same w/ Trailer
3	Motorcycle
4	2 Axle Trucks
5	3 Axle Trucks
6	3 Axle w/ Trailer
7	Buses
8	Loaded Log Truck
9	Unloaded Log Truck

TOTAL NUMBER OF VEHICLES OBSERVED 98 PERCENT TRUCKS 11.22%

SPEED STUDY CONDUCTED BY: Mark Crews TITLE: Engineering Tech

Plumas County, California
ORDINANCE NO. 24-_____

AN ORDINANCE ADMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE [Updating speed zones throughout Plumas County]

The Board of Supervisors of the County of Plumas ORDAIN as follows:

Section 1. Legislative Intent:

Section 40802 of the California Vehicle Code (CVC) requires that all non-statutory or prima facie speed zones be updated via an Engineering and Traffic Study (ETS) Report every 5-7 years.

The Plumas County Director of Public Works and Road Commissioner has caused to be completed an "Engineering & Traffic Study" (ETS) Report to verify that the posted speed limits of the following speed zones meet requirements as set forth in the California Vehicle Code.

County Road 406 - Quincy Junction Road (45 mph)
County Road 313 - A13 (45 mph)

The recently completed ETS reports for Quincy Junction Road and A13 recommend the following speed zone changes:

Section 2. Section 4-3.704 of the Plumas County Code (setting forth speed limits of thirty-five miles per hour) is amended to add subsection i) to read as follows:

i) County Road 313 (also known as A13) – Beginning at the intersection with State Route 147, thence northwesterly to a point 500 feet northwest of County Road HB09 (Parkside Way);

Section 3. Section 4-3.705 of the Plumas County Code is amended to read as follows:

- **Sec. 4-3.705. - Forty miles per hour.**

  The speed limits on the following streets or parts of streets are hereby declared to be forty (40) miles per hour:

  a) County Road 406 (also known as Quincy Junction Road) - beginning at a point 816 feet west of the intersection with County Road 424 (Kelsey Lane), thence

proceeding northerly a distance of 2.21 miles to the intersection of County Road 404 (Chandler Road);

Section 4. Subsection c) of Section 4-3.705.1 of the Plumas County Code (setting speed limits of forty-five miles per hour) is amended to read as follows:

c) County Road 313 (also known as A13) – Beginning at a point 500 feet northwesterly of the intersection with County Road HB09 (Parkside Way), thence northwesterly to a point 770 feet northwest of the intersection with County Road HB06 (Cedar Ln);

Section 5. Effective and operational dates; Codification.

This ordinance shall be effective and operative 30 days from the date of adoption. Section 2, Section 3, and Section 4 of the ordinance shall be codified, and the remaining sections shall be uncodified.

The foregoing ordinance was introduced on _____, and adopted on _____, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

_____
Chair, Board of Supervisors

_____
Clerk of the Board

Approved as to form:
Craig Settlemire
Counsel

County of Plumas

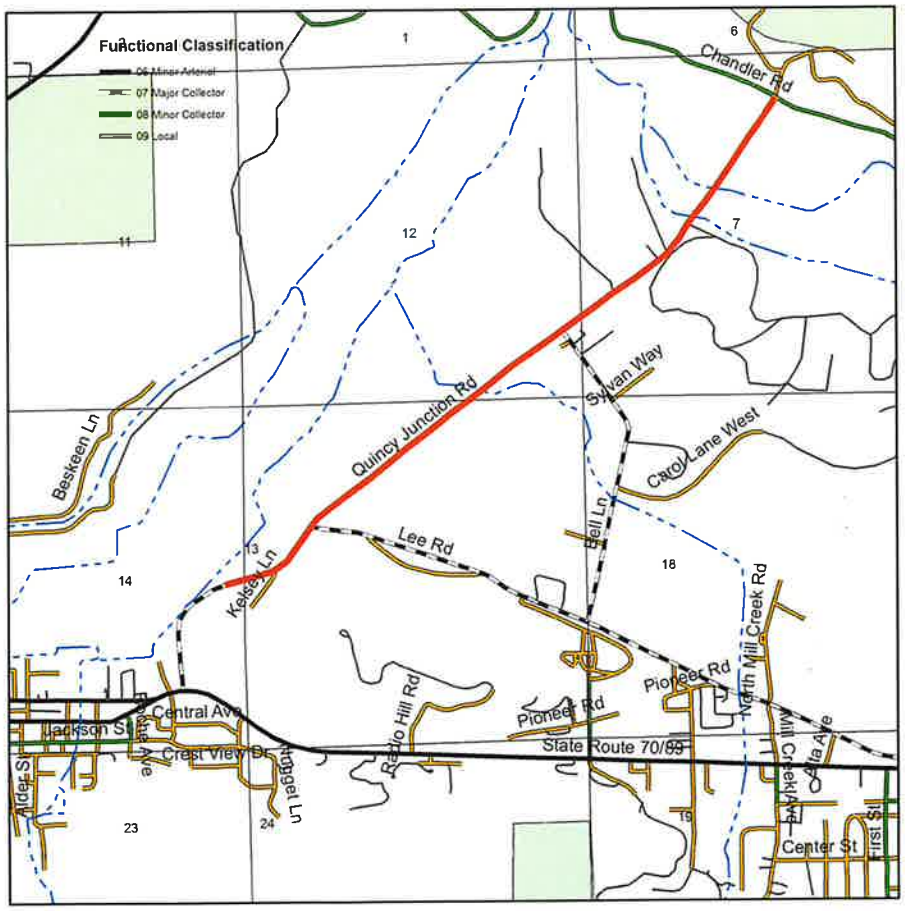
Engineering and Traffic Survey
Speed Zoning

Quincy Junction Road (CR 406)

From a point 816 feet West of the intersection with Kelsey Lane
to the intersection with Chandler Road.

1. **Posted Speed –** The posted speed limit for this segment is 45 mph per Plumas County Code Section 4-3.705.1(h). Radar enforcement was approved by the Board of Supervisors on July 24, 2011.

2. **Physical Conditions –** This two-lane roadway is approximately 11,730 ft. (2.22 miles) in length. Land use is primarily agricultural with several residences adjacent to the roadway. The South portion of Quincy Junction Road is primary access to Sierra Pacific Industries located on Lee Road.



3. **Prevailing Speed-** Speed measurements were taken at two (2) locations during July of 2023, in accordance with procedures outlined in the California Manual on Uniform Traffic Control Devices dated March 2019 with the following results.

Location 1 – Northeast of the intersection with Lee Rd.

85th Percentile = 47.7
Median Speed = 43
10 mph Pace = 40-49
Percent in Pace = 67%

For additional information see Appendix A.

Location 2 – Northeast of the intersection with Bell Ln

85th Percentile = 48.5
Median Speed = 43
10 mph Pace = 38-47
Percent in Pace = 56%

For additional information see Appendix B.

4. **Traffic Volumes-** The 2023 ADT for this segment is 1056 vehicles.

5. **Accident Records-** Accident records were checked from January 2019 to December 2023. There were 2 reported accidents during this period. The collision rate for this roadway segment is 0.47 collisions per one million vehicle miles compared to a rate of 1.11 for comparable streets.

6. **Highway, Traffic and Road Conditions that are not readily apparent to the driver-** The near strait alignment and the unhindered sight distance create the illusion of a safe roadway. The narrow shoulders reduce the recommended vehicle recovery zone to a point where it is difficult for a vehicle whose tires have left the pavement to recover without rolling over.

This roadway is part of a pedestrian and bicycle route which loops around a large portion of American Valley and is also the main access route to the Mount Hough Trail System.

7. **Recommendations-** The recommendation is to lower the existing 45 mph speed zone to 40 mph due to pedestrian and bicycle use as well as the reduced recovery zone due to narrow shoulders. The continued use of radar enforcement is also recommended.

Robert Thorman, PE
Director of Public Works
Plumas County Public Works

Appendix A

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

VEHICLE SPEED STUDY SHEET

ROAD NAME Quincy Junction Rd ROAD NUMBER _____

LOCATION North of Lee Rd EXISTING SPEED ZONE 45 Mph

DIRECTION Both BEGIN TIME 9:20 am END TIME 11:20 am DATE 7/21/2023

MPH	NUMBER OF VEHICLES (1 5 10 15 20 25)	TOTAL
25	1 1	2
	1	1
	9	1
	1	1
30	1	1
	1	1
35	1 9 1 1 1	5
	1 1 4 1	4
	1 1	2
	1 1 1 1 1	5
	1 1 1 1 1	5
40	1 1 1 1 1 1	6
	1 8 1 1 1 1 1 1	8
	1 1 1 1 1 1 1 1 1 1 1 1 1	13
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
45	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
	1 1 1 1 1 1 1 1 1 1 1	11
	1 1 1 1 1 1 1 1 1 1 1 1	12
	1 1 1 1 1 1 1 1 1	9
	1 1 1 1	4
50	1 1 1 1	4
	1 1 1 1	4
	1 1	2
	1	1
	1	1
55	1 1 1	3

WEATHER _____

NORTH _____

WEST

The **85th percentile** speed is the speed at which 85 percent of the free-flowing vehicles travel, under optimum driving conditions.

85th Percentile 47.7

The **Average speed** is the speed at which 50 percent of the free-flowing vehicles travel, under optimum conditions.

AVERAGE SPEED= 43

10 MPH span which covers the highest number of vehicles

40 Mph to 50

1	Autos & Pickups
2	Same w/ Trailer
3	Motorcycle
4	2 Axle Trucks
5	3 Axle Trucks
6	3 Axle w/ Trailer
7	Buses
8	Loaded Log Truck
9	Unloaded Log Truck

TOTAL NUMBER OF VEHICLES OBSERVED 151 PERCENT TRUCKS 2.65%

SPEED STUDY CONDUCTED BY: Mark Crews TITLE: Engineering Tech

Appendix B

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

VEHICLE SPEED STUDY SHEET

ROAD NAME Quincy Junction Rd ROAD NUMBER _____

LOCATION 100' North of Bell Ln EXISTING SPEED ZONE 45 Mph

DIRECTION Both BEGIN TIME 1:10pm END TIME 2:20pm DATE 7/18/2023

MPH	NUMBER OF VEHICLES (1 5 10 15 20 25)	TOTAL
25		
	4	1
	1	1
30		
	9	1
	1	1
	1 1 1	3
35	1 1 3 9	4
	1 1 1	3
	1 1 1 1	4
	1 1 1 4 1 1 1	7
	4 1 1 1 1 1 1 1 1	9
40	8 2 1 1	4
	4 1 1 1	4
	1 1 1 1 1 1 1	7
	1 1 1 1 1 1 1 1 1	9
	1 1 1 1 1	5
45	1 3 1 1 1 1 1 1 1 1 1	11
	1 1 1 1 1 1 1 1 1 1	10
	1 1 1 1 1 1 1	7
	1 1 1 1 1 1 1	7
	1 1 2 1 1	5
50	1 1 1 1	4
	1 1	2
	1 1	2
	1 1	2
	1 1	2
55	1 1 1	3

WEATHER Sunny & Hot

NORTH _____

WEST

The **85th percentile** speed is the speed at which 85 percent of the free-flowing vehicles travel, under optimum driving conditions.

CRITICAL SPEED= 48.5

The **Average speed** is the speed at which 50 percent of the free-flowing vehicles travel, under optimum conditions.

AVERAGE SPEED= 43

10 MPH span which covers the highest number of vehicles

38 Mph to 48

1	Autos & Pickups
2	Same w/ Trailer
3	Motorcycle
4	2 Axle Trucks
5	3 Axle Trucks
6	3 Axle w/ Trailer
7	Buses
8	Loaded Log Truck
9	Unloaded Log Truck

TOTAL NUMBER OF VEHICLES OBSERVED 118 PERCENT TRUCKS 5.93%

SPEED STUDY CONDUCTED BY: Mark Crews TITLE: Engineering Tech

County of Plumas

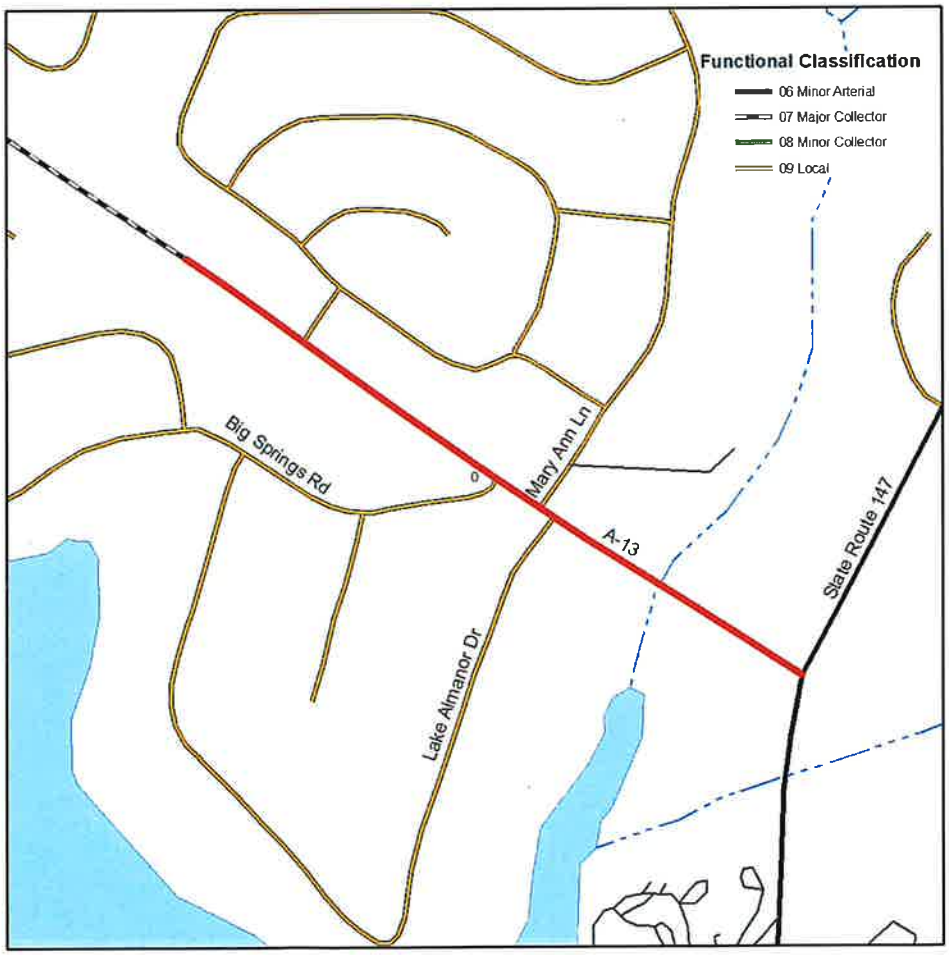
Engineering and Traffic Survey
Speed Zoning

County Road A-13

From a point at the intersection with State Route 147
to a point 2640 feet northwest of the intersection with State Route 147.

1. **Posted Speed –** The posted speed limit for this segment is 35 mph. Plumas County Code section 4-3.703.1(a) has this segment listed as 45 mph. This speed zone has not been approved for radar enforcement.

2. **Physical Conditions –** This section of the two-lane roadway is approximately 2,640 ft. (0.5 miles) in length. Land use is primarily commercial with a bridge crossing located near State Route 147. There is a moderate to steep grade approaching this speed zone from the West.



3. **Prevailing Speed-** Speed measurements were taken at one (1) location on April 12, 2024, in accordance with standard practices with the following results.

Location 1 – Parkside Way to Mary Ann Ln.

Critical Speed = 42.5
Median Speed = 36
10 mph Pace = 33-42
Percent in Pace = 73%

For additional information see Appendix A.

4. **Traffic Volumes-** The ADT for this segment is 1457 vehicles.

5. **Accident Records-** Accident records were checked from January 2018 to December 2023. There was 1 reported accident during this period. The collision rate for this roadway segment is 0.34 collisions per million vehicle miles compared to a rate of 1.04 for comparable streets.

6. **Highway, Traffic and Road Conditions that are not readily Apparent to the driver-** The roadway is strait and mostly flat with a bridge crossing located near State Route 147 which narrows up the road segment. Otherwise, there are wide paved shoulders along entire length, with good sight distance.

7. **Recommendations-** The recommendation is to lower the current 85th percentile speed of 40 mph to 35 mph (-5 mph per CVC 22358.6(b)) and approve for radar enforcement. The speeds on the grade approaching this speed zone will need to be address in a separate ETS report.

Robert Thorman, PE
Director of Public Works
Plumas County Public Works

Appendix "A"

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
VEHICLE SPEED STUDY SHEET

ROAD NAME A-13 ROAD NUMBER 313 DATE 4/11/2024

LOCATION Intersection w/ Parkside Dr EXISTING SPEED ZONE 35 Mph

DIRECTION Both BEGIN TIME 1:50 pm END TIME 3:20 pm WEATHER Sunny

GPS COORDINATES
NORTH
WEST

MPH	NUMBER OF VEHICLES (1 5 10 15 20 25 30 35 40 45 50)	TOTAL
25		
	1	1
30	1 1	2
	1 1 1	3
	1 1 2 1 1 1	6
	1 1 1 1 4 1 2	7
35	4 2 1 1 1 1 1 1 1 4 1 4 1 1	14
	4 1 2 1 1 4 1 4 1 1 1 1	12
	4 1 1 1 1 1 1 1 1	9
	1 1 1 1	4
	1 1 1 1 2	5
40	1 1 1 1 1 1 1 1 1 1 1 1 1	13
	1 1 1 1 1 1 1	7
	1 3 4 1	4
	1 1	2
	1 4 1	3
45	1 1	2
	1 1 1	3
	1	1
	1 1 1	3
50	1	1
	1	1
	1	1
55		

The **85th percentile** speed is the speed at which 85 percent of the free-flowing vehicles travel, under optimum driving

CRITICAL SPEED= 42.50

The **Average speed** is the speed at which 50 percent of the free-flowing vehicles travel, under optimum conditions.

AVERAGE SPEED= 36

10 MPH span which covers the highest number of vehicles

33 Mph to 42

1	Autos & Pickups
2	Same w/ Trailer
3	Motorcycle
4	2 Axle Trucks
5	3 Axle Trucks
6	3 Axle w/ Trailer
7	Buses
8	Loaded Log Truck
9	Unloaded Log Truck

TOTAL NUMBER OF VEHICLES OBSERVED 104 PERCENT TRUCKS 9.62%

SPEED STUDY CONDUCTED BY: Mark Crews TITLE: Engineering Tech

Revised 06/28/24

Plumas County Code

Title4, Chapter 3, Article 7 – Speed Limits

- **Article 7. - Speed Limits**

- **Sec. 4-3.701. - Road markers: Placement.**

  The Road Commissioner is hereby directed to obtain and properly place in the restricted areas the proper road markers to reflect the speed limits in the restricted areas.

- **Sec. 4-3.702. - Fifteen miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be fifteen (15) miles per hour:

  a) *County Road QU26 (also known as Alder Street) - beginning at the intersection with County Road QU23 (Boyle Street), thence south 0.16 miles to the intersection with County Road QU04 (High Street).*

  b) *County Road 506 (also known as Main Street) - beginning at a point 0.05 miles northerly of CR 507 (Johnsville McCrea Road) thence north a distance of 0.51 miles; during the period from December 1 through March 31 of each year.*

- **Sec. 4-3.703. - Twenty-five miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be twenty-five (25) miles per hour:

  a) County Road AL01 (also known as Almanor Street) - beginning at the intersection of County Road 310 (Almanor Drive West), thence southeasterly a distance 0.31 miles to the intersection with County Road 310 (Almanor Drive West).

  b) *County Road 207 (also known as Arlington Road) - beginning at point 0.25 miles east of County Road 208 (China Grade Road), thence easterly a distance of 0.6 miles.*

  c) *Reserved*

d) *County Road 112 (also known as Main Street) – Beginning at the intersection with State Route 89, thence northeasterly 0.18 miles to the intersection of County Road GV04 (Bush Street).*

e) *Reserved*

f) *County Road 515 (also known as Camp Layman Road) - beginning at the west end of the Feather River Bridge, thence northwesterly 0.35 miles to end of pavement.*

g) *County Road 310 (also known as Almanor Drive West) - beginning at a point 0.7 miles east of the intersection of State Route 89; thence easterly a distance of 1.6 miles.*

h) Reserved

i) *County Road 313A (also known as Peninsula Drive) - beginning at the intersection with County Road 303 (A13), thence southwesterly a distance of two (2.0) miles.*

j) Reserved.

k) *County Road 419 (also known as Golden Eagle Avenue) - beginning at a point 0.23 miles west of State Highway 70 and thence westerly 0.29 miles to the Feather River College upper parking lot.*

l) *County Road GV19 (also known as Hot Springs Road) – beginning at the intersection with State Highway 89 thence easterly a distance of 0.4 miles to the entrance of the Feather River District Hospital.*

m) *County Road 203 (also known as Greenville Round Valley Road) – beginning at the intersection with CR 202 (Greenville Wolf Creek Road, thence a distance of 0.4 miles to the concrete bridge.*

n) County Road 202 (also known as Greenville Wolf Creek Road) - beginning at a point 0.3 miles southeasterly from the intersection of CR 202A (Setzer Camp Road), thence southeasterly a distance of 0.54 miles.

o) *County Road 202 (also known as Greenville Wolf Creek Road) – beginning at the intersection with State Highway 89, thence southwesterly and northwesterly a distance of 0.8 miles to the intersection with County Road GV14 (Higbie Avenue).*

p) *County Road 404 (also known as Chandler Road) – beginning at the intersection with County Road 406 (Quincy Junction Road), thence easterly a distance of 2.9 miles to the intersection with State Route 70/89.*

q) *County Road 506 (also known as Main Street) – beginning at a point 0.05 miles easterly of the intersection with CR 507 (Johnsville McCrea Road), thence easterly 0.51 miles.*

r) *County Road 405 (also known as Lee Road) – beginning at the intersection with County Road EQ05 (Pioneer Road), thence easterly a distance of 0.77 miles to the intersection with State Highway 70/89.*

s) *County Road 511 (also known as La Porte Road) - beginning at a point 0.4 miles northerly of County Road 513 (Port Wine Road), thence southerly 0.7 miles.*

t) County Road EQ04 (also known as Mill Creek Road) - beginning at the intersection with State Route 70/89, thence southerly a distance of 0.45 miles.

u) *County Road 513 (also known as Port Wine Road) - beginning at the intersection with County Road 511 (La Porte Road), thence westerly on a distance of 0.2 miles.*

v) *County Road 414 (also known as Bucks Lake Road), beginning at a point 0.4 mile west of Bucks Creek Bridge, thence westerly a distance of two (2) miles.*

w) *County Road 211 (also known as Nelson Street) – beginning at the intersection with County Road 207 (Arlington Road), thence northerly a distance of 0.1 miles.*

x) County Road 406 (*also known as* Quincy Junction Road*) – beginning at the intersection with* State Highway 70/89, *thence northerly* 800 feet.

- **Sec. 4-3.703.1. - Thirty miles per hour.**

The speed limits on the following streets and parts of streets are hereby declared to be thirty (30) miles per hour:

a) *County Road 411 (also known as Bucks Lake Rd) – beginning at the intersection with County Road QU05 (Davis Street), thence westerly to a point 200 feet west of County Road BE07 (Bellamy Lane).*

b) All of the Lake Almanor West Subdivision public streets: Lake Almanor West Drive (County Road AW01) beginning 0.34 miles from the intersection of State Highway 89, Osprey Loop (County Road AW06), Marion Trail (County Road AW05), Slim Drive (County Road AW03), Goose Bay Trail (County Road AW11), Kokanee Trail (County Road AW02), Long Iron Drive (County Road AW04), Maidu Drive (County Road AW07), Manzanita Drive (County Road AW08), Raccoon Trail (County Road AW09), and Top of the West Drive (County Road AW10).

c) *County Road 112 (also known as Main Street) – beginning at the intersection with County Road GV04 (Bush Street), thence northeasterly 0.43 miles.*

- **Sec. 4-3.704. - Thirty-five miles per hour.**

The speed limits on the following streets and parts of streets are hereby declared to be thirty-five (35) miles per hour:

a) *County Road 405 (also known as Lee Road) – beginning at the intersection with County Road 406 (Quincy Junction Road), thence southeasterly 1.31 miles to its intersection with County Road EQ05 (Pioneer Road).*

b) *County Road 112 (also known as Genesee Road) - beginning at the intersection of County Road 113 (Grizzly Road), thence westerly a distance of 0.5 miles.*

c) *County Road 411 (also known as Bucks Lake Road) – beginning at the intersection with County Road 413 (Ranch Road), thence easterly a distance of 0.51 miles to the intersection with County Road 413 (Spanish Ranch Road).*

d) *County Road 414 (also known as Bucks Lake Road) – beginning at the intersection with County Road 413 (Ranch Road), thence southerly a distance of 2.1 miles to the intersection with Silver Lake Road.*

e) *County Road 112 (also known as Main Street) – beginning at a point 0.61 miles northeasterly of State Route 89, thence northeasterly 0.36 miles to the intersection with County Road 219 (Williams Valley Road).*

f) *County Road 219 (also known as Williams Valley Road) - beginning at the intersection of County Road 112 (North Valley Road), thence northerly 0.80 miles to the intersection with County Road 220 (Lower Williams Valley Road.*

g) *County Road 509 (also known as Sloat Road) - beginning at the intersection with County Road 509A (Old Sloat Road), thence northeasterly 0.80 miles to the intersection with State Route 70/89.*

h) *County Road 506 (also known as Graeagle Johnsville Road) - beginning at the intersection with State Route 89, thence westerly 1.32 miles to a point 0.25 mile west of the intersection with County Road 506B (Mohawk Highway 40A Road).*

i) County Road 313 (also known as A13) – Beginning at the intersection with State Route 147, thence northwesterly to a point 500 feet northeast of County Road HB09 (Parkside Way).

- **Sec. 4-3.705. - Forty miles per hour.**

The speed limits on the following streets or parts of streets are hereby declared to be forty (40) miles per hour:

a) ~~*Reserved*~~*County Road 406 (also known as Quincy Junction Road) – Beginning at a point 816 feet west of the intersection with County Road 424 (Kelsey Lane), thence proceeding northerly a distance of 2.21 miles to the intersection of County Road 404 (Chandler Road).*

- **Sec. 4-3.705.1. - Forty-five miles per hour.**

The speed limits on the following streets and parts of streets are hereby declared to be forty-five (45) miles per hour:

a) *County Road 313 (also known as A13) - beginning at the intersection with State Route 147, thence northwesterly a distance of 0.5 miles.*

b) *County Road 114 (also known as Portola McLears Rd) - beginning at the Portola City Limits, thence southwesterly a distance of 4.7 miles to the southerly boundary of Gold Mountain Subdivision.*

c) ~~*Reserved*~~*County Road 313 (also known as A13) – Beginning at a point 500 feet northwesterly of the intersection with County Road HB09 (Parkside Way), thence northwesterly to a point 770 feet northwesterly of the intersection with County Road HB06 (Cedar Ln.*

d) *Reserved*

e) *County Road 112 (also known as Grizzly Road) - beginning at State Route 70 and proceeding northerly 6.46 miles to the intersection with County Road 126 (Lake Davis Road).*

f) County Road 215 (also known as Hideaway Road) beginning at a point 0.10 miles west of the intersection with State Route 89 and proceeding westerly *0.95 miles to a point 0.15 miles easterly of the intersection with County Road 203 (Greenville Round Valley Road).*

g) County Road 511 (also known as Quincy La Porte Road) - *beginning at the intersection with State Route 70/89, thence proceeding southerly a distance of 2.5 miles to the first crossing of Thompson Creek.*

h) Reserved ~~*County Road 406 (also known as Quincy Junction Road) - beginning at a point 816 feet west of the intersection with County Road 424 (Kelsey Lane), thence proceeding northerly a distance of 2.21 miles to the intersection of County Road 404 (Chandler Road.*~~

i) *County Road 506 (also known as Graeagle-Johnsville Road) - beginning a point 0.25 miles west of the intersection with County Road 506B (Mohawk Highway 40A Road), thence proceeding westerly 0.40 miles to the intersection with County Road 502 (Poplar Valley Road).*

- **Sec. 4-3.705.2. - Fifty miles per hour.**

The speed limit on the following street and parts of street are hereby declared to be fifty (50) miles per hour.

a) Reserved.

- **Sec. 4-3.705.3. - Fifty-five miles per hour.**

  The speed limit on the following street and parts of street are hereby declared to be fifty-five (55) miles per hour.

  a) Reserved.

- **Sec. 4-3.705.4. - Sixty miles per hour.**

  The speed limit on the following street and parts of street are hereby declared to be sixty (60) miles per hour.

  a) Reserved.

- **Sec. 4-3.705.6. - Sixty-five miles per hour.**

  The speed limit on the following street and parts of street are hereby declared to be sixty-five (65) miles per hour.

  a) *County Road 109 (also known as* Beckwourth Calpine Road) - beginning at the intersection of *State Route* 70 and then proceeding southerly *8.62 miles* to the Plumas County line.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Adopt RESOLUTION of the Board of Supervisors of the County of Plumas calling for the placement of a 3/4% Special Tax Measure on the ballot of the November 5, 2024, election to adopt a transactions and use tax, and requesting that it be consolidated with the Statewide General Election to be held on November 5, 2024; approved as to form by County Counsel; discussion and possible action. Roll Call Vote.**

Recommendation:

Adopt RESOLUTION of the Board of Supervisors of the County of Plumas calling for the placement of a 3/4% Special Tax Measure on the ballot of the November 5, 2024, election to adopt a transactions and use tax, and requesting that it be consolidated with the Statewide General Election to be held on November 5, 2024; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote.**

Background and Discussion:

Ordinance of Plumas County to impose transaction and use tax of 3/4% to be used solely for public safety purposes and to be administered by the California Department of Tax and Fee Administration. Subject to the approval of a 2/3 majority vote on the tax measure at the November 5, 2024 election.

Action:

Adopt RESOLUTION of the Board of Supervisors of the County of Plumas calling for the placement of a 3/4% Special Tax Measure on the ballot of the November 5, 2024, election to adopt a transactions and use tax, and requesting that it be consolidated with the Statewide General Election to be held on November 5, 2024; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote.**

Fiscal Impact:

(General Fund Impact)

Attachments:

1. 3585 FINAL

RESOLUTION NO. 24-_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS CALLING FOR THE PLACEMENT OF A SPECIAL TAX MEASURE ON THE BALLOT OF THE NOVEMBER 5, 2024 ELECTION TO ADOPT A TRANSACTIONS AND USE TAX, AND REQUESTING THAT IT BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024

WHEREAS, the Board of Supervisors of the County of Plumas ("County") holds the authority to levy a Transactions and Use Tax for special purposes pursuant to California Revenue and Taxation Code section 7285.5 subject to approval by a 2/3 vote of the electorate pursuant to Article XIIIC, Section 2 of the California Constitution ("Proposition 218"); and

WHEREAS, the Board of Supervisors would like to submit to the voters a measure introducing a Transactions and Use Tax ("Sales Tax") of three fourth percent (3/4%) on the sale of all tangible personal property sold at retail in the County; and

WHEREAS, the Sales Tax is a special tax, the revenue of which will be utilized to provide the Citizens of Plumas County Public Safety Services through the Plumas County Sheriff's Office; and

WHEREAS, pursuant to Section 9140 of the California Elections Code, this Board may submit to the voters, without petition, a measure relating to the enactment of any ordinance; and

WHEREAS, the text of the Ordinance that is to be submitted to the voters is attached hereto as Exhibit A; and

WHEREAS, there is a Statewide general election scheduled for November 5, 2024, with this election being conducted in Plumas County by the Plumas County Registrar of Voters; and

WHEREAS, the Board of Supervisors desires to consolidate the Sales Tax ballot measure with the Statewide general election to be held on November 5, 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS:

Section 1. That the Board of Supervisors, pursuant to its right and authority, does call a Special Municipal Election and orders submitted to the voters at a Special Municipal Election to be held and consolidated with the Statewide general election on Tuesday, November 5, 2024, the following questions:

/ / /

/ / /

BALLOT MEASURE # ____	Yes
Shall a measure authorizing the County of Plumas to impose a special transaction and use tax in the total amount of three fourth percent (3/4%) to be used solely for purpose of providing the citizens in Plumas County Public Safety Services through the Plumas County Sheriff's Office be approved?	No

Section 3. That the proposed complete text of the County's Transactions and Use Tax Ordinance submitted to the voters is attached hereto as Attachment A.

Section 4. That the vote requirement for the measure to pass is 2/3 (66.666%) of the votes cast.

Section 5. That the Board of Supervisors of the County of Plumas is hereby requested to, and consent and agree to, the consolidation of the election on this ballot measure with the Statewide general election to be held on November 5, 2024, and to direct the Plumas County Registrar of Voters to take any and all necessary steps to conduct the consolidated election.

Section 6. That the Registrar of Voters of the County of Plumas is authorized to canvass the returns of the election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in the manner prescribed in Elections Code section 10418.

Section 7. That the County recognizes that additional costs will be incurred by the County by reason of this consolidation and pay its share of the costs.

Section 8. That notice of the time and place of holding the election is hereby given, and the Clerk of the Board of Supervisors is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

Section 9. That the Registrar of Voters of the County of Plumas is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 10. That the Clerk of the Board of Supervisors is hereby directed to file a certified copy of this Resolution with the Registrar of Voters of the County of Plumas.

Section 11. That arguments in favor of and in opposition to the ballot measure and rebuttal arguments shall be permitted, and the County hereby adopts the provisions of Elections Code sections 9167 and 9170, regarding the acceptance of arguments relating to ballot measures. The Clerk of the Board of Supervisors shall fix the dates for submittal of arguments and rebuttals as provided for in the Elections Code, and in conjunction with the Plumas County Registrar of Voters.

Section 12. That, pursuant to Elections Code section 9160, the Clerk of the Board of Supervisors is hereby directed to transmit a copy of the measure to the County Counsel. The County Counsel shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure, and transmit such impartial analysis to the Clerk of the Board of Supervisor within ten (10) days following the adoption of this Resolution.

Section 13. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 14. That the Clerk of the Board of Supervisors shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 15. That this Resolution shall take effect from and after its adoption by a unanimous vote of the members of the Board of Supervisors.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas this ___ day of _____, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Greg Hagwood, Chair of the Board of Supervisors

ATTEST:

_____
Allen Hiskey, Clerk of the Board of Supervisors

Approved as to Form:

_____
Joshua Brechtel Interim
County Counsel

Attachment A

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF PLUMAS, IMPOSING A TRANSACTIONS AND USE TAX OF THREE FOURTH PERCENT (3/4%) TO BE USED SOLELY FOR PUBLIC SAFETY PURPOSES AND TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO APPROVAL OF A 2/3 MAJORITY OF THE ELECTORS VOTING ON THE TAX MEASURE AT THE ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

Section 1. TITLE. This Ordinance shall be known as the County of Plumas Transactions and Use Tax Ordinance. The County of Plumas hereinafter shall be called "County." This Ordinance shall be applicable in the unincorporated and incorporated territory of the County.

Section 2. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

Section 3. PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with section 7251) of Division 2 of the Revenue and Taxation Code, and section 7285.5 of Part 1.7 of Division 2 which authorizes the County to adopt this tax Ordinance which shall be operative if a 2/3rds of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California, insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore, that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

Section 4. CONTRACT WITH STATE. Prior to the operative date, the County shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax Ordinance; provided, that if the County shall not have contracted with the California Department of Tax and

Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 5. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the unincorporated and incorporated territory of the County, at the rate of three fourth percent (3/4%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory, on and after the operative date of this Ordinance.

Section 6. PLACE OF SALE. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer, unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination, or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

Section 7. USE TAX RATE. An excise tax is hereby imposed on the storage, use, or other consumption in the County of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use, or other consumption in said territory, at the rate of three fourth percent (3/4%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 8. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Ordinance, and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

Section 9. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California.

2. The result of that substitution would require action to be taken by or against this County, or any agency, officer, or employee thereof, rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use, or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use, or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use, or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that Code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797, or 6828 of the Revenue and Taxation Code.

B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203, and in the definition of that phrase in Section 6203.

1. “A retailer engaged in business in the District” shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this State or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to section 267(b) of Title 26 of the United States Code and the regulations thereunder.

Section 10. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

Section 11. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax, the amount of any sales tax or use tax imposed by the State of California or by any City, County and City, or County pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax, the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made, and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code,

and undocumented vessels registered under Division 3.5 (commencing with section 9840) of the Vehicle Code by registration to an out-of-County address, and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-County, and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use, or other consumption in this County of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft, and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience, and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County, or participates within the County in making the sale of the property, including, but not limited to,

soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.

7. "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

D. Any person subject to use tax under this Ordinance, may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code, with respect to the sale to the person of the property the storage, use, or other consumption of which is subject to the use tax.

Section 12. AMENDMENTS. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes, and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

Section 13. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate, or other legal or equitable process, shall issue in any suit, action, or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 14. USE OF TAX PROCEEDS. All net revenues when received, and all interest on said revenues, shall be placed in separate accounts and apart from the general fund, and shall be designated for use and used in the providing of public safety services through the Plumas County Sheriff's Office with oversight by a citizen's committee (the "Tax Sale Oversight Board"), and the net revenues derived from the 3/4% tax revenue shall be used in addition to, and not to supplant, or in any way replace or serve as a substitute for, the level of funding for the Plumas County Sheriff's Office that was provided from other revenue sources by Plumas County for the 2023-2024 fiscal year.

Public safety services through the Plumas County Sheriff's Office shall include: obtaining, furnishing, operating, and/or maintaining public safety protection equipment or apparatus as needed for public safety; paying the salaries and benefits of Sheriff personnel; and such other Sheriff protection service expenses as deemed necessary.

Twenty percent (20%) of the net revenues will be set aside for critical infrastructure that enhances public safety in Plumas County, including, but not limited to, improving communications technology, fire services, capital improvement projects related to public safety, and equipment and services related to public safety. On a quarterly basis, County residents may submit proposals to the Tax Sale Oversight Board which shall review the proposals and shall award funds based on their view of the greatest needs as determined by a transparent review process.

To ensure that the use of transactions and use tax revenues and the level of funding requirements of this article are met, the Tax Sale Oversight Board shall submit an annual report to the Board of Supervisors and the public.

Section 14. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 15. EFFECTIVE DATE. This Ordinance relates to the levying and collecting of the County transactions and use taxes, and shall take effect immediately.

Section 16. SALES TAX OVERSIGHT BOARD. A five-member standing oversight committee with a member from each supervisorial district will be established within sixty (60) days of approval of this Public Safety Ordinance. The Tax Sale Oversight Board shall be made up of Plumas County residents, not County employees, to serve up to three (3) two-year (2) terms. An Oversight Board Member will be appointed for each supervisorial district by a committee comprised of the Sheriff, or his/her designee, the Supervisor for the district, and a volunteer fire Chief from the supervisorial district, as selected by the Plumas County Fire Chief's Association.

These members will serve as the independent Sales Tax Oversight Board to review the expenditure of funds collected pursuant to the tax imposed by this Ordinance, and ensure that the money is being spent to supplement the Sheriff's Office provision of public safety to the community.

Section 17. TERMINATION DATE. The authority to levy the tax imposed by this Ordinance shall be reviewed at five (5) year intervals beginning January 31 following implementation and subject to confirmation of compliance by the Tax Sale Oversight Board shall continue until this Ordinance is repealed by a majority vote of the voters of the County.

I hereby certify that the County of Plumas Supplemental Transactions and Use Tax Ordinance was PASSED, APPROVED, AND ADOPTED by the People of the County of Plumas on the ___th day of _____, 2024.

Greg Hagwood, Chair of the Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board of Supervisors

Approved as to Form:

Joshua Brechtel
Interim County Counsel

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize the Federal Annual Equitable Sharing Agreement and Certification report to the U.S. Department of Justice and U.S. Department of the Treasury for the asset forfeiture fund and authorize prepare to submit electronically; discussion and possible action.**

Recommendation:
Approve and authorize the Federal Annual Equitable Sharing Agreement and Certification report to the U.S. Department of Justice and U.S. Department of the Treasury for the asset forfeiture fund and authorize prepare to submit electronically; discussion and possible action.

Background and Discussion:
The Federal Annual Equitable Sharing Agreement and Certification report must be filed with the U.S. Department of Justice and the U.S. Department of the Treasury for asset forfeiture funds per the Federal Equitable Sharing Agreement in order to be in compliance and have the possibility of receiving future forfeiture funds. The report requires the signature and approval of the governing body along with the Sheriff's or authorized representative's signature. The signatures will serve as approval to authorize the ESAC report preparer to electronically submit the form on behalf of the Governing Body Head and the Agency Head.

Action:

Approve and authorize the Federal Annual Equitable Sharing Agreement and Certification report to the U.S. Department of Justice and U.S. Department of the Treasury for the asset forfeiture fund and authorize prepare to submit electronically; discussion and possible action.

Fiscal Impact:

No General Fund impact

Attachments:
1. ESAC - Approved by County Counsel

OMB Number 1123-0011
Expires: December 31, 2024

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: CA0320000
Agency Name: Plumas County Sheriff's Office
Type: Sheriff's Office
Mailing Address: 1400 E. Main Street
Quincy, CA 95971

Agency Finance Contact
Name: Towery, Roni
Phone: 560-283-6396 **Email:** ronitowery@countyofplumas.com

Jurisdiction Finance Contact
Name: White, Julie
Phone: 5302836410 **Email:** juliewhite@countyofplumas.com

ESAC Preparer
Name: Towery, Roni
Phone: 560-283-6396 **Email:** ronitowery@countyofplumas.com

FY End Date: 06/30/2024 **Agency FY 2025 Budget:** $13,132,359.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$40,235.65	$0.00
2	Equitable Sharing Funds Received	$0.00	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$1,506.60	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$1,506.60	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$6,031.04	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$35,711.21	$0.00

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$4,039.04	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$1,992.00	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$6,031.04	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Norm Newell
Company: Smith & Newell
Phone: 530-673-9790 **Email:** accounting@smithandnewell.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES [X] NO [ ] THRESHOLD NOT MET [ ]

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: JHUFK6X48YYB5

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Johns, Todd
Title: Sheriff
Email: tjohns@pcso.net

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Hagwood, Gregory
Title: Chair, Board of Supervisors
Email: pcbs@countyofplumas.com

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Approved as to form:
Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Cyndi Tweedle, Human Resources Analyst II**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Adopt RESOLUTION suspending the Annual Salary Adjustment for the Board of Supervisors for the 2024-2025 Fiscal Year; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:
Adopt **RESOLUTION** suspending the Annual Salary Adjustment for the Board of Supervisors for the 2024-2025 Fiscal Year; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:
Pursuant to Plumas County Code Section 2-1.201 (a) "the salary for each Supervisor shall be adjusted on the first day and the first pay period starting in July of each year based on the percentage change in the California Consumer Price Index, (CPI) all urban consumer series using the "April to April" comparison" shall suspend their salary adjustment for Fiscal Year 2024/2025.

The Board of Supervisors recognizes the County's current lack of budget information is critical to supporting their suspending their annual CPI adjustments. They also recognize and acknowledge that its county employees are dedicated members of this community who work diligently to provide needed services to this community.

Therefore, the Board of Supervisors suspended their annual CPI adjustment of 3.84% to lessen the impact on the General Fund.

Action:

Adopt **RESOLUTION** suspending the Annual Salary Adjustment for the Board of Supervisors for the 2024-2025 Fiscal Year; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund Impact if approved

Attachments:
1. 3584 FINAL

RESOLUTION NO. 2024-_____

A RESOLUTION SUSPENDING THE ANNUAL SALARY ADJUSTMENT FOR THE BOARD OF SUPERVISORS FOR THE 2024-2025 FISCAL YEAR

WHEREAS, pursuant to Plumas County Code section 2-1.201(a) "the salary for each Supervisor shall be adjusted on the first day of the first pay period starting in July of each year based on the percentage change in the California Consumer Price Index, all urban consumer series using the 'April to April' comparison", and

WHEREAS, the Department of Industrial Relations shows an increase in the California Consumer Price Index , all urban consumers series from 330.049 in April of 2023 to 342.734 in April of 2024

WHEREAS, Plumas County is still in the audit process for the County's 2023-2024 Fiscal Year Budget; and

WHEREAS, Plumas Cunty currently has the equivalent of 84.695 FTE unfilled positions; and

WHEREAS, the Plumas County Board of Supervisors acknowledges that its County employees are dedicated members of this community who work diligently to provide needed services to this community; and

WHEREAS, every member of the Plumas County Board of Supervisors desires to suspend their salary adjustment for the 2024-2025 Fiscal Year, to lessen the impact to the General Fund;

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors that effective upon adoption, the annual salary adjustment for the Plumas County Board of Supervisors will be suspended for the 2024-2025 fiscal year, and such adjustment shall not be incorporated into future adjustments for the sitting Board Members.

The foregoing resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 6th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gregory Hagwood
Chair, Board of Supervisors

ATTEST:

_____
Allen Hiskey
Clerk of the Board

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Cyndi Tweedle, Human Resources Analyst II**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Human Resources Department to recruit and fill, funded and allocated, one (1.0) FTE Human Resources Payroll Specialist I/II due to retirement effective November 1, 2024; (General Fund Impact) as approved in FY24/25 recommended budget; discussion and possible action.**

Recommendation:

Approve and authorize Human Resources Department to recruit and fill, funded and allocated, one (1.0) FTE Human Resources Payroll Specialist I/II due to retirement effective November 1, 2024; (General Fund Impact) as approved in FY24/25 recommended budget; discussion and possible action.

Background and Discussion:

One of the County's HR Payroll Specialists will be retiring effective November 1, 2024. Her scheduled last day of work will be October 31, 2024. We are requesting to utilize the recently passed Training/Transition Overlap Policy in order to recruit and hire an HR Payroll Specialist prior to the outgoing employee's retirement date for training purposes.

Action:

Approve and authorize Human Resources Department to recruit and fill, funded and allocated, one (1.0) FTE Human Resources Payroll Specialist I/II due to retirement effective November 1, 2024; (General Fund Impact) as approved in FY24/25 recommended budget; discussion and possible action.

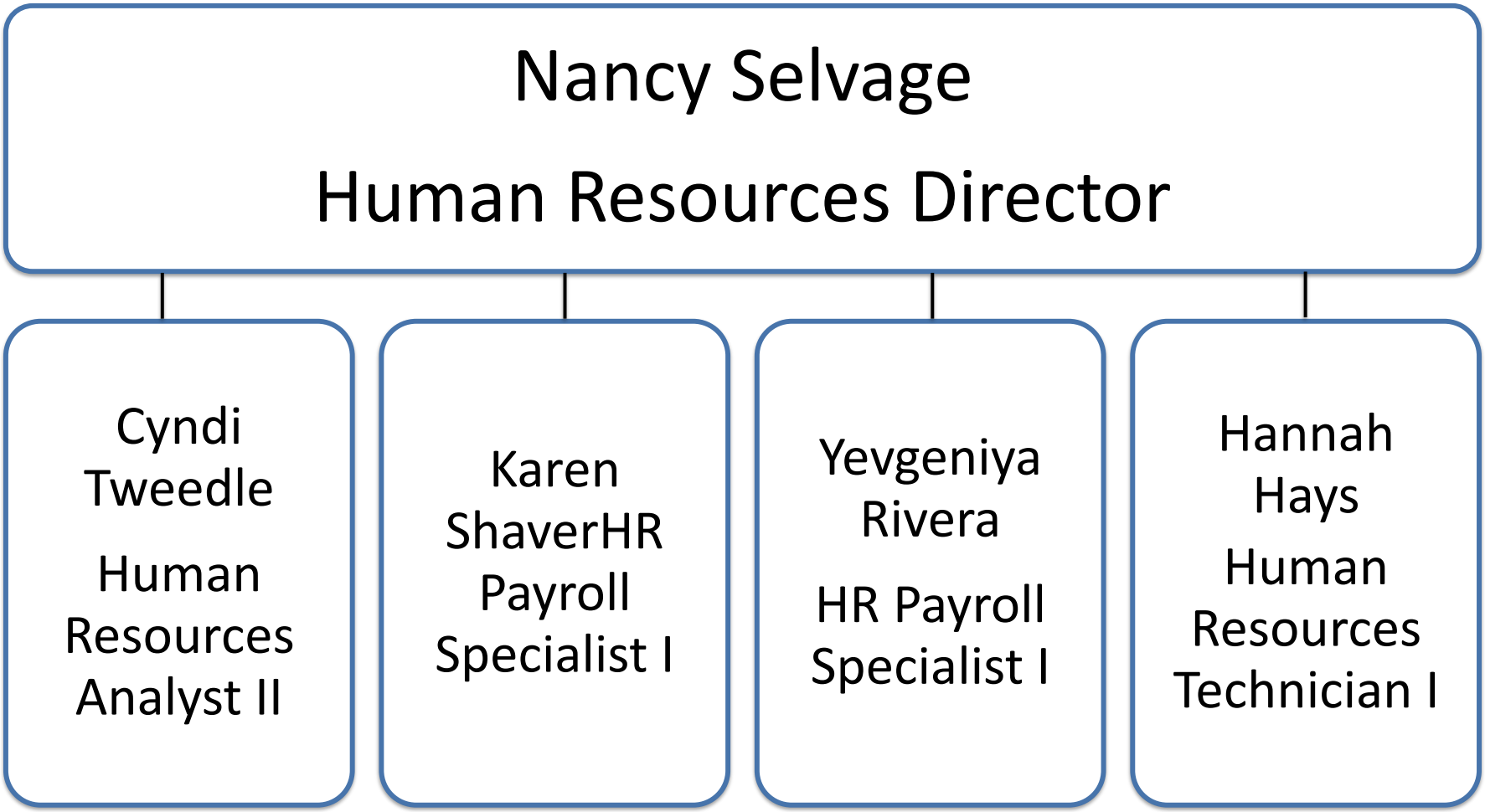
Fiscal Impact:

General Fund Impact as approved in FY24/25 recommended budget.

Attachments:

1. Human Resources Org Chart 07-2024
2. Human Resources Specialist II NS 2 2017
3. Human Resources Payroll Specialist I NS 2 2017
4. CRITICAL STAFFING QUESTIONNAIRE - HR Payroll Specialist 07-2024

Human Resources Org Chart
as of 12/04/2023



HUMAN RESOURCES PAYROLL SPECIALIST II

DEFINITION

The Human Resources Payroll Specialist II position works with limited direction from the Human Resources Director. Position performs the most difficult and responsible fiscal work involved in processing the County-wide payroll employee data base system for the purpose of payroll. This position works closely with the Auditor's Payroll Specialist II in ensuring payroll coordination between these two departments is maintained in a professional manner.

The Human Resources Payroll Specialist II performs difficult and complex work involved in human resource operations and activities; to assist with the development, implementation and maintenance of the County personnel program and insurance plans; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the Journey Level position in the Human Resource Payroll Specialist series which performs complex and technical human resource assignments with only general supervision.

REPORTS TO

Human Resources Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

HUMAN RESOURCES PAYROLL SPECIALIST II - 2

EXAMPLES OF DUTIES

- Assists County staff and the public by answering inquiries concerning personnel transactions, policies, and records, as well as availability and types of employment
- Provides new hire orientation and required paperwork for enrollment into related bargaining unit, health insurance plans, and explains policies and procedures as it relates to payroll
- Maintains payroll information by designing systems; directing the collection, calculation, and entering of employee personnel payroll data.
- Updates payroll records by reviewing and approving changes in exemptions, insurance coverage, savings deductions, and job titles, and department/ division transfers. Update payroll database according to specific MOU stipulations.
- Reviews payroll pre calculations of the payroll accounts by resolving payroll discrepancies making appropriate updates.
- Provides payroll and personnel information by answering questions and requests.
- Maintains payroll guidelines by writing and updating policies and procedures for County compliance issues.
- Complies with federal, state, and local legal requirements by studying existing and new legislation; enforcing adherence to requirements; advising management on needed actions.
- Maintains employee confidence and protects payroll operations by keeping information confidential, up to date and accurate record keeping.
- Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies. Stays current with labor laws as related to employee payroll.
- Communicates with other County staff regarding potential problems with payroll data.
- Reviews employees personnel action forms for accuracy and make corrections as needed.
- Calculates employees merits and longevity increases by hours worked and dates of employment according to County policies.
- Reviews payroll data base, enters related information into the payroll system according to pay schedules
- Update annual calendar for payroll schedule reflecting payroll periods, paid holidays, and data base due dates.
- Update calendar year employee benefits for copays for health, dental, vision and life insurance by bargaining unit, department heads, elected officials, and unrepresented. Make adjustments in personnel payroll data base and track for accurate payments.
- Calculate, track, and deduct garnishments from employee's disposable income each pay period. Inform employees of garnishment deductions for child support, taxes, vehicle registrations, etc.
- Assist retiring employees with proper paperwork, update them in the data base system with appropriate information and provide updated information to the Auditor's Department. May calculate accrued sick leave for conversion to health benefit payments and enter information into the CalPERS system.

HUMAN RESOURCES PAYROLL SPECIALIST II - 3

EXAMPLES OF DUTIES – continued:

- Balance AFLAC and Colonial employees supplemental insurance claims and remit bill to vendor.
- Prepare and process donation of leave requests and track donated hours according to personnel policies.
- Update state and federal tax tables in the payroll automated system each year as required by law and deadline to assure accurate payroll taxes.
- Update classifications pay scales, codes, and needed information to maintain accurate data base for personnel payroll system.
- Assist with the coordination of the annual personnel budgeting preparation and department reports required for the annual County's budget approval process
- Coordinate request for unemployment insurance claims, State Disability Insurance, warrants, and other required payroll coordination
- Manage disability claims coordination for employee payroll and leave banks
- Assist employees with health insurance enrollment applications and process to appropriate agency for enrollments, enroll in payroll system for payment deductions according to plan.
- Ensure Auditor's Payroll Specialist receives copies of personnel records for payroll processing of paychecks according to deadlines.
- Troubleshoot and update data entry to ensure employees' payroll information is current and information maintained in their personnel file as appropriate documentation.
- Organize and sets up deduction codes for all payroll accounts.
- Works with County employees and management, providing a variety of information and answering questions regarding payroll items, including pay rates,
- Coordinate employee leaves as it relates to employment benefits, Worker's Compensation, disability, unemployment insurance programs, compensatory time off, and leave banks and keep accurate records.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Coordinate the Affordable Care Act regulations as it relates to health insurance benefits and the affordability.
- Ensure COBRA insurance is offered to applicable employees and their dependents coordinate offer with PERS system requirements.
- Track, update, and maintain the current list of position allocations for the County departments, including allocated positions and filled positions.
- Contributes to Human Resources team by accomplishing related results as needed.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- General knowledge of County personnel policies and functions.
- Policies, procedures, requirements, and method used in a payroll system.
- Principles and methods of financial and statistical recordkeeping.
- Uses of computers in payroll processing
- Laws, rules, and regulations governing financial and payroll procedures and recordkeeping.
- Office methods, procedures, and equipment.
- Correct English usage, spelling, grammar, and punctuation.
- Laws, rules and regulations affecting the County's personnel policies and procedures.
- County hiring rules, including procedures used by the California Interagency Merit System, state and federal labor laws.
- General organization and functions of County government.
- Personnel administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers, software applications related to administrative support work, such as Excel or other spreadsheet software applications.

Ability to:

- Performs a wide variety of difficult and complex financial and statistical work required for County Payroll.
- Interpret and apply rules, laws, and policies governing payroll administration.
- Reconcile discrepancies in payroll and financial records
- Make arithmetical calculations quickly and accurately.
- Operate a variety of computing and office equipment.
- Perform difficult and complex personnel work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws, and policies.
- Identify and handle confidential information.
- Use a personal computer and appropriate software for word processing, recordkeeping, spreadsheets, and other employee tracking systems.
- Deal tactfully and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain professional working relationships at all times.

HUMAN RESOURCES PAYROLL SPECIALIST II - 5

Training and Experience:

Qualifications needed for this position:

Two (2) years of experience comparable to a Human Resources Payroll Specialist I with Plumas County,

OR

Equivalent completion of courses required for a Bachelor's degree in Accounting with two (2) years of responsible office and administrative experience in a local government payroll office.

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

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

HUMAN RESOURCES PAYROLL SPECIALIST I

DEFINITION

Under general supervision, to perform responsible work in planning and implementing the County payroll function including personnel operations and activities, coordinating with all county departments, insurance plans, retirement program management; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Human Resources Payroll Specialist series which performs complex and technical personnel assignments.

REPORTS TO

Human Resources Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

HUMAN RESOURCES PAYROLL SPECIALIST I - 2

EXAMPLES OF DUTIES

- Assists County staff and the public by answering inquiries concerning personnel transactions, policies, and records, as well as availability and types of employment
- Provides new hire orientation and required paperwork for enrollment into related bargaining unit, health insurance plans, and explains policies and procedures as it relates to payroll
- Maintains payroll information by designing systems; directing the collection, calculation, and entering of employee personnel payroll data.
- Updates payroll records by reviewing and approving changes in exemptions, insurance coverage, savings deductions, and job titles, and department/ division transfers. Update payroll database according to specific MOU stipulations.
- Reviews payroll pre calculations of the payroll accounts by resolving payroll discrepancies making appropriate updates.
- Provides payroll and personnel information by answering questions and requests.
- Maintains payroll guidelines by writing and updating policies and procedures for County compliance issues.
- Complies with federal, state, and local legal requirements by studying existing and new legislation; enforcing adherence to requirements; advising management on needed actions.
- Maintains employee confidence and protects payroll operations by keeping information confidential, up to date and accurate record keeping.
- Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies. Stays current with labor laws as related to employee payroll.
- Communicates with other County staff regarding potential problems with payroll data.
- Reviews employees personnel action forms for accuracy and make corrections as needed.
- Calculates employees merits and longevity increases by hours worked and dates of employment according to County policies.
- Reviews payroll data base, enters related information into the payroll system according to pay schedules
- Update annual calendar for payroll schedule reflecting payroll periods, paid holidays, and data base due dates.
- Update calendar year employee benefits for copays for health, dental, vision and life insurance by bargaining unit, department heads, elected officials, and unrepresented. Make adjustments in personnel payroll data base and track for accurate payments.
- Calculate, track, and deduct garnishments from employee's disposable income each pay period. Inform employees of garnishment deductions for child support, taxes, vehicle registrations, etc.
- Assist retiring employees with proper paperwork, update them in the data base system with appropriate information and provide updated information to the Auditor's Department. May calculate accrued sick leave for conversion to health benefit payments and enter information into the CalPERS system.

HUMAN RESOURCES PAYROLL SPECIALIST I - 3

EXAMPLES OF DUTIES – continued:

- Balance AFLAC and Colonial employees supplemental insurance claims and remit bill to vendor.
- Prepare and process donation of leave requests and track donated hours according to personnel policies.
- Update state and federal tax tables in the payroll automated system each year as required by law and deadline to assure accurate payroll taxes.
- Update classifications pay scales, codes, and needed information to maintain accurate data base for personnel payroll system.
- Assist with the coordination of the annual personnel budgeting preparation and department reports required for the annual County's budget approval process
- Coordinate request for unemployment insurance claims, State Disability Insurance, warrants, and other required payroll coordination
- Manage disability claims coordination for employee payroll and leave banks
- Assist employees with health insurance enrollment applications and process to appropriate agency for enrollments, enroll in payroll system for payment deductions according to plan.
- Ensure Auditor's Payroll Specialist receives copies of personnel records for payroll processing of paychecks according to deadlines.
- Troubleshoot and update data entry to ensure employees' payroll information is current and information maintained in their personnel file as appropriate documentation.
- Organize and sets up deduction codes for all payroll accounts.
- Works with County employees and management, providing a variety of information and answering questions regarding payroll items, including pay rates,
- Coordinate employee leaves as it relates to employment benefits, Worker's Compensation, disability, unemployment insurance programs, compensatory time off, and leave banks and keep accurate records.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Coordinate the Affordable Care Act regulations as it relates to health insurance benefits and the affordability.
- Ensure COBRA insurance is offered to applicable employees and their dependents coordinate offer with PERS system requirements.
- Track, update, and maintain the current list of position allocations for the County departments, including allocated positions and filled positions.
- Contributes to Human Resources team by accomplishing related results as needed.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- General knowledge of County personnel policies and functions.
- Policies, procedures, requirements, and method used in a payroll system.
- Principles and methods of financial and statistical recordkeeping.
- Uses of computers in payroll processing
- Laws, rules, and regulations governing financial and payroll procedures and recordkeeping.
- Office methods, procedures, and equipment.
- Correct English usage, spelling, grammar, and punctuation.
- Laws, rules and regulations affecting the County's personnel programs.
- County hiring procedures, including procedures used by the California Interagency Merit System.
- General organization and functions of County government.
- Personnel administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers and software applications related to administrative support work.

Ability to:

- Performs a wide variety of difficult and complex financial and statistical work required for County Payroll.
- Interpret and apply rules, laws, and policies governing payroll administration.
- Reconcile discrepancies in payroll and financial records
- Make arithmetical calculations quickly and accurately.
- Operate a variety of computing and office equipment.
- Perform difficult and complex personnel work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws, and policies.
- Identify and handle confidential information.
- Use a personal computer and appropriate software for wordprocessing, recordkeeping, and administrative functions.
- Deal tactfully and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain professional working relationships at all times.

HUMAN RESOURCES PAYROLL SPECIALIST I - 5

Training and Experience:

Qualifications needed for this position:

Two (2) years of responsible experience performing a variety of administrative, fiscal, and analytical work in a local government personnel or administrative office, including one (1) year of payroll processing.

OR

Graduation from accredited College or University with an Associate's degree in Accounting, with one (1) year of payroll processing or clerical accounting experience which required close attention to detail.

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

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

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Human Resources Payroll Specialist maintains the payroll database system for the purpose of payroll for all County employees. Responsibilities of the HR Payroll Specialist include but are not limited to the development, implementation and maintenance of the County personnel program and insurance plans.**

- Why is it critical that this position be filled at this time**? Current employee is retiring from the position.**

- How long has the position been vacant? **Employee's last day will be October 31, 2024.**

- Can the department use other wages until the next budget cycle? **The department's wage and benefits portion of the 24/25 budget includes funds for this position.**

- What are staffing levels at other counties for similar departments and/or positions? **No research has been done for this position at this time.**

- What core function will be impacted without filling the position prior to July 1? **The Human Resources department is already stretched thin. Not filling the position prior to the current employee's retirement date will add undo stress to the remainder of the employees.**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

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

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

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

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **N/A**

PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Julie White, Treasurer/Tax Collector**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and Authorize the Sierra Valley Groundwater Management District to withdraw District funds from the County Treasury Pool, approximately $251,000.00 and approve a mutually acceptable date of withdrawal of August 6, 2024; (No General Fund Impact) discussion and possible action.**

Recommendation:

Approve and Authorize the Sierra Valley Groundwater Management District to withdraw District funds from the County Treasury Pool, approximately $251,000.00 and approve a mutually acceptable date of withdrawal of August 6, 2024; (No General Fund Impact) discussion and possible action.

Background and Discussion:

The Sierra Valley Groundwater Management District (SVGMD) requested by letter the intent to remove their funds from the County Treasury. For the best interest of the District, they requested an alternative depository and to maintain their own financial accounting. The District has complied with Government Code 26909, 64053(b), 61503(b)(2), (c) & (d). The withdrawal from the investment pool will not adversely affect the other pooled participants.

Action:

Approve and Authorize the Sierra Valley Groundwater Management District to withdraw District funds from the County Treasury Pool, approximately $251,000.00 and approve a mutually acceptable date of withdrawal of August 6, 2024; (No General Fund Impact) discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. SVGMD Memo Remove from Treas
2. Fund Balance Sheet

December 7, 2023

SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT

Martee Graham-Niemman
Plumas County Auditor-Controller
520 Main St. Room 205
Quincy, CA 95971

Honorable Plumas County Board of Supervisors
Plumas County Courthouse
Quincy, CA 95971

RE: Memo of Intent to Withdraw

Please accept this letter as our official request to remove the Sierra Valley Groundwater Management District's (SVGMD) funds and accounting services, which comprises all functions including, but not limited to, payroll, payables, and receivables, from the County's responsibilities.

The SVGMD is aware that we will be responsible for all state reporting and following applicable codes that govern Special Districts. Our District will continue to comply with auditing requirements pursuant to California Government Code 26909 and Plumas County Resolution 98-6207. The SVGMD assumes all responsibility for any outstanding expenditures beyond the effective date.

A District Resolution will follow with a mutually determined date of withdrawal. Once the transition is complete, we ask that the County mail warrants (checks) to us with a detailed stub so that we may deposit them into our Plumas Bank account.

Since its formation in 1981, Plumas County has worked closely with the SVGMD and the auditor's office has provided wide-ranging financial services and accountability. We are thankful for Plumas County's contributions in this manner for so many years. We look forward to continued good relations as we work together to preserve and manage local groundwater.

Please reach out if you require further information.

Sincerely,

Jenny Gant

Jenny Gant
Board Clerk

Directors: Dwight Ceresola, Dave Goicoechea, Einen Grandi, Greg Ramelli, Jim Roberti, Paul Roen

SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT
RESOLUTION NO. 23-08

A resolution of the Board of Directors of the Sierra Valley Groundwater Management District to establish an alternative depository and authorize the transfer of District funds.

WHEREAS, California Government Code Section 61053 states a district may establish an alternative depository other than the principal county and appoint a District Treasurer who shall serve in the place of the County Treasurer; and

WHEREAS, the Sierra Valley Groundwater Management District (hereafter referred to as "District") shall adopt a Financial Policy which adheres to generally accepted accounting and auditing principles. District employees shall adhere to all policies and procedures outlined in the plan.

WHEREAS, the Board of Directors now desires to remove 100% of its funds from the Plumas County Treasury at the soonest possible date following receipt of this Resolution; and

WHEREAS, the Board of Directors has appointed the Board Clerk as the District Treasurer and the District Chairman to be the co-signer on all withdrawals and checks; and

WHEREAS, the District is properly bonded and insured by Western Surety Company in the amount of $100,000.00; and

WHEREAS, the District Board of Directors does hereby find that withdrawing the District's funds from the Plumas County Treasury, establishing an alternative depository, appointing a District Treasurer, and maintaining its own bookkeeping is in the best interest of the District.

NOW, THEREFORE, BE IT RESOLVED that the District Board of Directors does hereby authorize the withdrawal of District monies from the Plumas County Treasury in accordance with California Government Code Section 61053 for the purpose of establishing an alternative depository other than the County of Plumas.

BE IT FURTHER RESOLVED that the Board of Directors has designated Plumas Bank as the depository for the District's monies.

BE IT FURTHER RESOLVED that the District Chairman and District Treasurer shall be authorized to order the withdrawal of funds from the Plumas County Treasury for deposit into Plumas Bank.

PASSED, APPROVED, AND ADOPTED this 18th day of December, 2023.

AYES Directors: Roen, Grandi, Goicoechea, Ramelli, Roberti
NOES Directors:
ABSTAIN Directors:
ABSENT Directors: Ceresola

CHAIRMAN, BOARD OF DIRECTORS

ATTEST:
Jenny Gant
BOARD CLERK

SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT
RESOLUTION NO. 23-09

A resolution of the Board of Directors of the Sierra Valley Groundwater Management District to appoint and define the duties of a District Treasurer.

WHEREAS, California Government Code Section 61053 states a district may appoint a District Treasurer who shall serve in the place of the County Treasurer; and

WHEREAS, the Sierra Valley Groundwater Management District (hereafter referred to as "District") wishes to streamline the procedures for paying the obligations of the District; and

WHEREAS, the Board of Directors shall adopt a Financial Policy to establish procedures for the review, approval, and payment obligations of the District. The District Treasurer shall adhere to all policies and procedures outlined in the plan.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Commencing December 19, 2023, there shall be created the position of District Treasurer. Said District Treasurer shall be the Board Clerk of the District.

2. The District Treasurer shall be bonded by the District for the faithful performance of their duties. The amount of the bond shall be $100,000.00 or 10% of the total amount of the District's financial budget for the preceding fiscal year, whichever is greater. The District shall pay the premiums for the bond.

3. The District Treasurer shall keep and maintain or cause to be kept and maintained, in accordance with generally accepted accounting principles, adequate and correct accounts of the District's transactions. The District Treasurer shall further review all statements, invoices, bills, or other demands for payment on the District. The District Treasurer shall oversee the preparation of reports on all such demands and present said reports to the District Board of Directors.

PASSED, APPROVED, AND ADOPTED this 18th day of December, 2023.

AYES Directors: Roen, Grandi, Goicoechea, Ramelli, Roberti
NOES Directors:
ABSTAIN Directors:
ABSENT Directors: Ceresola

CHAIRMAN, BOARD OF DIRECTORS

ATTEST:

BOARD CLERK

Plumas County 11/21

BALANCE SHEET FOR 2025 1

FUND: 2061 SVGMD DWR PROJECT / SUB-FUND 00000			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
	2061010 10100	CASH - OPERATING	.00	251,780.54
		TOTAL ASSETS FOR SUB-FUND 00000	.00	251,780.54
FUND BALANCE				
	2061030 3000	RESTRICTED (UNDSGN-B)	.00	-251,780.54
		TOTAL FUND BALANCE FOR SUB-FUND 00000	.00	-251,780.54
		TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000	.00	-251,780.54
		TOTAL ASSETS FOR FUND 2061	.00	251,780.54
		TOTAL LIABILITIES FOR FUND 2061	.00	.00
		TOTAL FUND BALANCE FOR FUND 2061	.00	-251,780.54
		TOTAL LIABILITIES + FUND BALANCE FOR 2061	.00	-251,780.54

** END OF REPORT - Generated by Martee Nieman **

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Consider Approval of a Supplemental Budget Request to increase Professional Services Expense (521900), Administration Expense (527900), and Transfer Out Expense (580000) using projected savings in a fixed asset account (548211) by a total of $56,000.00. Discussion and possible action. (Four/Fifths Vote)**

Recommendation:

The Manager of the Solid Waste division respectfully recommends that the Board of Supervisors authorize the Acting Manager of Solid Waste to use transfer funds from East Quincy Transfer Station repairs (548211) to increase Professional Services Expense (521900), Administration Expense (527900), and Transfer Out Expense (580000); in the amounts of $26,000; $16,000; and $14,000 respectively.

Background and Discussion:

On September 29, 2023, the Plumas County Board of Supervisors adopted the final budget for Plumas County, which included the Solid Waste Division.

It is projected that the Solid Waste Division will exceed its budgeted expenditures for Administration expenses, Transfers Out, and Transfers Out – Green waste expenses. As the Solid Waste division will not be using budgeted funds for East Quincy Transfer Station improvements in FY 23/24, the division would like to transfer funds to cover these additional expenditures.

Attached is a completed “Budget Transfer” form signed by the Department’s fiscal officer and the County Auditor.

Action:

The Manager of the Solid Waste division respectfully recommends that the Board of Supervisors authorize the Acting Manager of Solid Waste to use transfer funds from East Quincy Transfer Station repairs (548211) to increase Professional Services Expense (521900), Administration Expense (527900), and Transfer Out Expense (580000); in the amounts of $26,000; $16,000; and $14,000 respectively.

Fiscal Impact:

No General Fund impact. Solid Waste division will not be using budgeted funds for East Quincy Transfer Station improvements in FY 23/24, the division would like to transfer funds to cover these additional expenditures.

Attachments:

1. Budget Transfer SW

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Solid Waste Dept. No: 20579 Date 7/24/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0109	20579	548211	E. Quincy TRF St Recycle ✓	56,000.00
			Total (must equal transfer to total)	56,000.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0109	20579	521900	Professional Services	26,000.00
0109	20579	527900	Administration	16,000.00
0109	20579	580000	Transfer Out	14,000.00
			Total (must equal transfer to total)	56,000.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Professional Services, Administration, and Transfer Out expenses higher than budgeted for FY23/24

B) The line item for "E. Quincy TRF St Recycle" is anticipated to come in lower than budget

C) Payment needs to be made from FY23/24 budget

D) _____

Approved by Department Signing Authority: Damien Frank

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Mandel Shah

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debbie Wingate, Acting Director of Social Services**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Office of Public Guardian to recruit and fill, funded and allocated, vacant .50 FTE Deputy Public Guardian; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action.**

Recommendation:
Approve and authorize Office of Public Guardian to recruit and fill, funded and allocated, vacant .50 FTE Deputy Public Guardian; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action.

Background and Discussion:
The Office of Public Guardian has experienced a vacancy in the Deputy Public Guardian Position. The position is currently allocated at .50 FTE. The position performs account, paying bills depositing the reconciling Conservatee income for individuals who are under Conservatorship by order of the Superior Court.

Action:

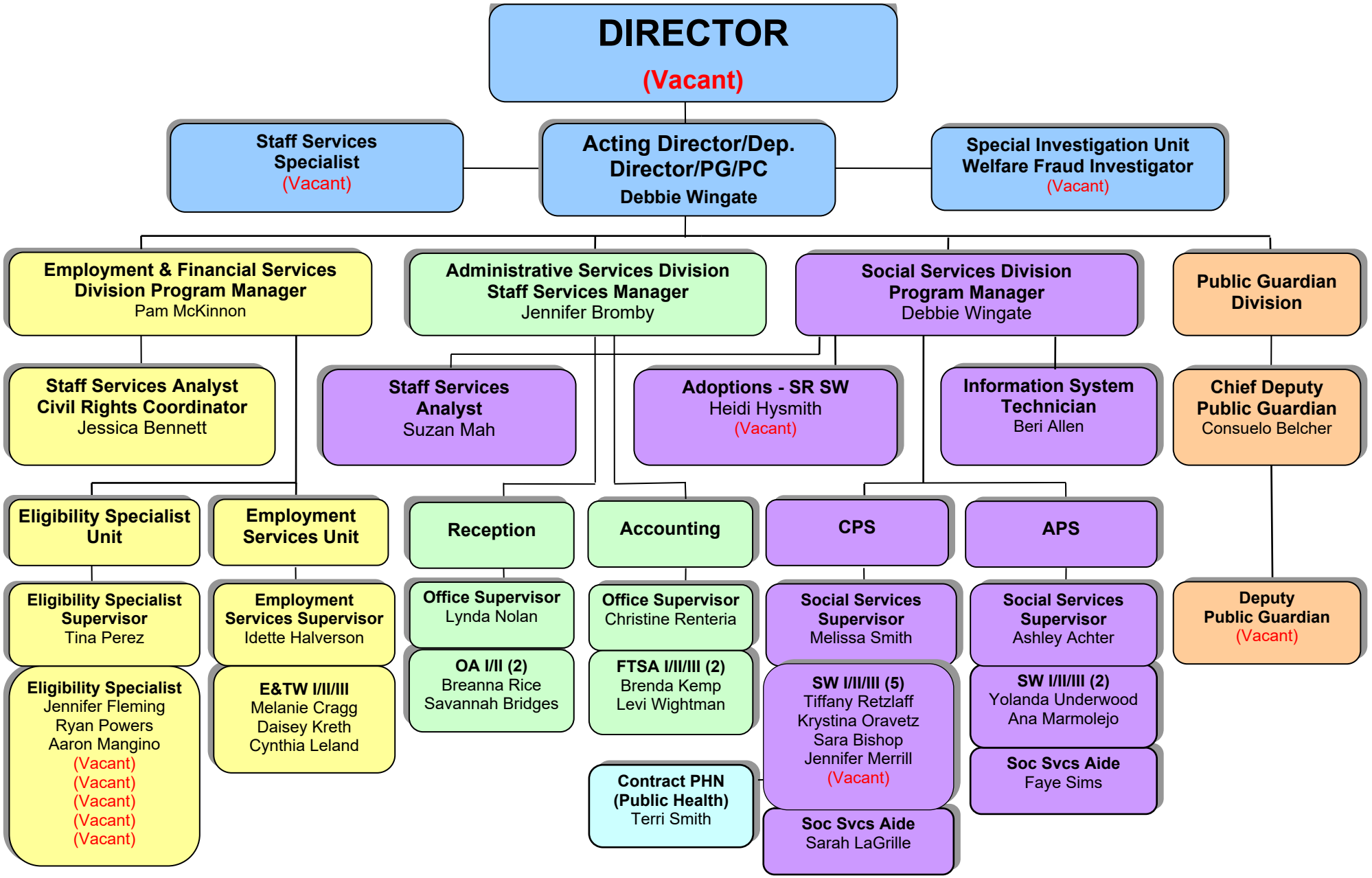
Approve and authorize Office of Public Guardian to recruit and fill, funded and allocated, vacant .50 FTE Deputy Public Guardian; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action.

Fiscal Impact:

(General Fund Impact) as approved in the FY 24/25 recommended budget.

Attachments:
1. PCDSS-PG Organizational Chart 2024
2. Deputy Public Guardian-Conservator I
3. Position Classification Deputy Public Guardian-Conservator I or II
4. QUESTIONS FOR REVIEW TO FILL POSITIONS. Deputy Public Guardian
5. Deputy Public Guardian-Conservator II

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



DEPUTY PUBLIC GUARDIAN/CONSERVATOR I

DEFINITION

Under general supervision, to learn and assist with Public Guardian/Conservator services in the County Social Services Department; to learn and perform a variety of support assignments in guarding the assets and protecting the health of people placed as conservatees under the Public Guardian/Conservators Office; to learn and carry out Public Guardian functions for persons who come under the jurisdiction of the County; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Deputy Public Guardian/Conservator class series. Incumbents are expected to learn and develop the capability to perform specialized assignments assisting with the day-to-day operations of the Public Guardian/Conservator Office. When the full scope of Deputy Public Guardian/Conservator responsibilities has been learned and sufficient work skills have been demonstrated, incumbents may be promoted to the Deputy Public Guardian/Conservator II level. Responsibilities are performed with greater supervision and less independence than positions allocated to the Deputy Public Guardian/Conservator II class.

REPORTS TO

Assistant Public Guardian/Conservator.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

DEPUTY PUBLIC GUARDIAN/CONSERVATOR I - 2

EXAMPLES OF DUTIES

- Learns and assists with the conduct and completion of Public Guardian/Conservator functions.
- Learns and assists with reviewing court documents and determining a course of action to fulfill assigned responsibilities.
- May assist with the preparation and filing of appropriate Court papers.
- Learns and assists with investigating conservatorship referrals and determining the type of conservatorship needed, as well as the availability of other conservators.
- Completes forms and carries out processes for State and County aid programs.
- Makes home visits to provide assistance for clients.
- Meets with medical staff, social security representatives, social services staff, and mental health staff to develop resources for the appropriate assistance for clients.
- Maintains telephone contact with relatives and friends of clients.
- May make Court appearances as necessary.
- Attends conferences to develop and maintain information concerning status and condition of clients.
- Attends multi-disciplinary meetings required to resolve case problems.
- Insures that clients receive available funds.
- Learns and assists with setting up and conducting auctions as necessary.
- Performs inventories, appraisals, and storage of client property.
- Coordinates sale of property when necessary.
- Notifies relatives of the death of conservatees and plans for burial and estate disposition.
- Transports conservatees to appointments.
- Makes quarterly visits to conservatees.
- Learns and assists with the development and maintenance of a variety of accounting and fiscal records.
- Performs bank reconciliations.
- Operates office equipment and a computer.
- May be required to perform 50% of all on-call duties.

TYPICAL PHYSICAL REQUIREMENTS

May perform tasks requiring physical strength for moving client property, lift items weighing up to 75 pounds, and assist lifting clients up to 160 pounds. May assist disabled clients in and out of facilities, automobiles, wheel chairs and doctor's offices. Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

DEPUTY PUBLIC GUARDIAN/CONSERVATOR I - 3

TYPICAL WORKING CONDITIONS

Work performed in the office approximately 70%; outside work is 30% with staff, clients, client property, and public contact.

SPECIAL WORKING CONDITIONS

Exposure to: Silica dust such as asbestos in old homes of clients; poison oak and insects in yards of clients; infections from needles, syringes, lice, scabies, fleas, dear mice, and staph infections; odors such as human and animal feces, urine-soaked beds, unwashed clients that smell of old alcohol and unwashed clothes. (Some of the diseases you might be exposed to are: Various forms of Hepatitis, Staph, and Hantavirus).

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles of providing assistance to clients.
- Client problems requiring referral to other organizations and support services.
- Interviewing and record keeping techniques.
- Accounting and fiscal recordkeeping.

Ability to:

- Learn the functions and responsibilities of the Public Guardian/Conservator Office.
- Learn and assist with carrying out a variety of the functions of the County Public Guardian/Conservator Office.
- Learn, interpret and apply the rules, laws, and procedures applicable to the Public Guardian/Conservator function.
- Read and interpret a variety of material.
- Interview people, identify needs, and make appropriate referrals.
- learn to review and analyze a variety of court documents, fiscal records, and accounting information.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Elicit factual information from clients in difficult circumstances of deprivation or emotional disturbance.
- Develop community referral resources for clients.
- Effectively represent the Public Guardian/Conservator Office in contacts with the clients, service providers, the public, community organizations, and other governments agencies.
- Establish and maintain cooperative working relationships.

DEPUTY PUBLIC GUARDIAN/CONSERVATOR I - 4

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One (1) year of general office support and fiscal recordkeeping experience, including experience in a position requiring considerable public contact.

Advanced level coursework in social or behavioral science, public administration, or business administration is desirable.

Special Requirement: Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Position Classification: Deputy Public Guardian/ Conservator I or II

FTE: .50

Budgeted Position: Yes

Mandated Program: Yes. for LPS Conservatees and By Order of the Superior Court

Position Description:

The Office of Public Guardian/Conservator is an independent division of the Department of Social Services. The Public Guardian/Conservator provides case management services of the personal and financial affairs of persons whose physical and/or mental condition renders them incapable of managing these matters on their own. The Public Guardian/Conservator provides such services when there is no other person with legal responsibility for the conservatee's affairs who can be identified or who is willing and capable of performing them.

The Deputy Public Guardian performs a variety of support assignments that assist the office with guarding the assets and protecting the health of people placed as conservatees under the Public Guardian Office. Duties can include paying for living expenses, reconciling monthly expenses and income to a client account control system, assisting with determining the need for and accessing health care services, making visits to conservatees residing in long term care to determine adequacy of care, and occasionally performing work that includes creating an inventory of a conservatee's estate and disposing of such items either through sale or other means.

Funding Sources:

The services provided by the Office of the Public Guardian are generally supported by the County General Fund. The office does collect fees and revenues from other sources.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Deputy Public Guardian

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

  Answer: Yes. The County Code provides for the operation of a Public Guardian function.

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

  Answer: The position provides financial accounting the bill paying services for individuals who have been conserved under the order of the Superior Court.

- How long has the position been vacant?

  Answer: The position became vacant since 2018.

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

  Answer: No.

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

  Answer: Other counties typically utilize a Deputy Public Guardian in similar ways to assist with managing Conservatee assets and resources.

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

  Answer: Adult Protective Services and Public Guardian.

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

  Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state and local policy decisions. Other Departments could be impacted by such reduction strategies. In particular and in relationship to

this position, the County Behavioral Health Department would be directly if this position is not filled

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

  Answer: No.

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

  Answer: No.

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

  Answer: Filling this position does not change estimated reliance on County General Fund dollars. Public Guardian is currently a General Fund Department.

DEPUTY PUBLIC GUARDIAN/CONSERVATOR II

DEFINITION

Under general supervision, to assist with Public Guardian/Conservator services in the County Social Services Department; to perform a variety of support assignments in guarding the assets and protecting the health of people placed as conservatees under the Public Guardian/Conservators Office; to carry out Public Guardian functions for persons who come under the jurisdiction of the County; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the experienced working level in the Deputy Public Guardian/Conservator class series. Incumbents are expected to perform specialized assignments assisting with the day-to-day operations of the Public Guardian/Conservator Office. Performance of responsibilities requires knowledge of the scope of Public Guardian/Conservator functions and responsibilities.
Incumbents may occasionally serve as Public Guardian/Conservator in the absence of the Assistant Public Guardian Conservator and the Public Guardian/Conservator. Responsibilities are performed with greater independence and less supervision than positions allocated to the Deputy Public Guardian/Conservator I class.

REPORTS TO

Assistant Public Guardian/Conservator.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

DEPUTY PUBLIC GUARDIAN/CONSERVATOR II - 2

EXAMPLES OF DUTIES

- Assists with the conduct and completion of Public Guardian/Conservator functions.
- Assists with reviewing court documents and determining a course of action to fulfill assigned responsibilities.
- May assist with the preparation and filing of appropriate Court papers.
- Assists with investigating conservatorship referrals and determining the type of conservatorship needed, as well as the availability of other conservators.
- Completes forms and carries out processes for State and County aid programs.
- Makes home visits to provide assistance for clients.
- Meets with medical staff, social security representatives, social services staff, and mental health staff to develop resources for the appropriate assistance for clients.
- Maintains telephone contact with relatives and friends of clients.
- May make Court appearances as necessary.
- Attends conferences to develop and maintain information concerning status and condition of clients.
- Attends multi-disciplinary meetings required to resolve case problems.
- Insures that clients receive available funds.
- Assists with setting up and conducting auctions as necessary.
- Performs inventories, appraisals, and storage of client property.
- Coordinates sale of property when necessary.
- Notifies relatives of the death of conservatees and plans for burial and estate disposition.
- Transports conservatees to appointments.
- Makes quarterly visits to conservatees.
- Assists with the development and maintenance of a variety of accounting and fiscal records.
- Performs bank reconciliations.
- Operates office equipment and a computer.
- Performs on-call duties as assigned.
- Occasionally serves as Public Guardian/Conservator as needed.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

DEPUTY PUBLIC GUARDIAN/CONSERVATOR II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- The functions and responsibilities of the County Public Guardian/Conservator Office.
- Principles of providing assistance to clients.
- Client problems requiring referral to other organizations and support services.
- Interviewing and record keeping techniques.
- Accounting and fiscal recordkeeping.

Ability to:

- Assist with carrying out a variety of the functions of the County Public Guardian/Conservator Office.
- Interpret and apply the rules, laws, and procedures applicable to the Public Guardian/Conservator function.
- Read and interpret a variety of material.
- Interview people, identify needs, and make appropriate referrals.
- Review and analyze a variety of court documents, fiscal records, and accounting information.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Elicit factual information from clients in difficult circumstances of deprivation or emotional disturbance.
- Develop community referral resources for clients.
- Effectively represent the Public Guardian/Conservator Office in contacts with the clients, service providers, the public, community organizations, and other government's agencies.
- Establish and maintain cooperative working relationships.

DEPUTY PUBLIC GUARDIAN/CONSERVATOR II - 4

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One (1) year of experience in comparable to that of a Deputy Public Guardian/ Conservator I with Plumas County.

Advanced level coursework in social or behavioral science, public administration, or business administration is desirable.

Special Requirement: Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Review and adopt Community Development Block Grant (CDBG) 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Guidelines; discussion and possible action.**

Recommendation:
Review and adopt Community Development Block Grant (CDBG) 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Guidelines.

Background and Discussion:
On August 11, 2023, Plumas County entered into a 36-month Standard Agreement with the State Department of Housing and Community development (HCD) under the 2022 Community Development Block Grant (CDBG) Greenville Economic Development Agreement (22-CDBG-ED-30048) in the amount of $750,000. An outline of the total grant budget includes:

- $567,500 – Grants direct to businesses
- $22,500 – County staff General Administration and Grant Implementation
- $160,000 – Michael Baker International consultant contract for General Administration and Grant Implementation

The Dixie Fire affected the Town of Greenville and areas within Indian Valley and down the Highway 70 canyon both directly and indirectly. Plumas County recognizes the success of businesses within the Dixie Fire footprint is critical to the economic recovery of the entire County. A core signal of economic recovery is the ability to return business activities to a state of health, forward development, and economic opportunities that result in a sustainable and economically viable community. Plumas County is committed to bringing the businesses in Greenville and the surrounding wildfire-affected areas CDBG economic development funding in recovery.

In response to the economic hardships experienced by businesses due to the 2021 Dixie Fire, the County of Plumas has established a business assistance program using Community Development Block Grant (CDBG) funding received from the U.S. Department of Housing and Urban Development (HUD) and administered by the California Department of Housing and Community Development (HCD) called the Dixie Fire Recovery For-Profit Business Economic Development Program (the Program).

The first step in grant implementation is to establish Grant Program Guidelines. Grant Program Guidelines were developed by County staff, with assistance by the County's consultant Michael Baker International, and released on July 22, 2024, subject to change and Board of Supervisors approval.

Program Description and Purpose
To help offset business costs and promote economic activity, the Program will provide relief in the form of financial grant assistance to established businesses directly or indirectly impacted by the 2021 Dixie Fire and start-up businesses established post-Dixie Fire with a physical business location within the CDBG "Grant

Eligibility Zone" (Census Tract 4, Block Groups 2 and 3) including areas of Greenville, Crescent Mills, Taylorsville, and the Highway 70 Canyon.

To determine if a physical business address is or is not within the Grant Eligibility Zone, go to the following web based online mapping tool and enter the address:
https://bit.ly/3WcCWjU

The Program meets a CDBG National Objective of benefiting LMI persons through the Low/Mod Area (LMA) Benefit. There are conditions that must be reviewed and documented by the County to determine whether a business qualifies under LMA Benefit, including the service area of the business, defined as the Plumas County geographic boundary. Further, there must be documentation that the business is providing goods or services that are available to all residents in the LMA Benefit business service area (i.e., Plumas County).

Grant Award Structure with Program Maximums
The total grant funding available is $567,500. The number of beneficiaries under the County's grant funding objective is to assist no fewer than twenty-five (25) grant recipients. Grant awards to any one business will be no more than $20,000. However, if any one business maximizes the $20,000 grant with at least 50% ($10,000 worth or more) of eligible activities purchased from a business located in Plumas County, then an additional incentive increase of $2,700 in funding may be granted. Therefore, the maximum grant award amount will not exceed $22,700.

Application
The Grant Program Application is anticipated to be released on August 12, 2024, on the County of Plumas Planning Department webpage, found at:
https://www.plumascounty.us/89/Planning-Department

Applicants are encouraged to apply as soon as possible once the application is released.

Grants will be awarded to eligible businesses on a first-come, first-served rolling basis until all grant funds are exhausted.

Applications will be reviewed and evaluated according to the following priorities: 1) meets all eligibility criteria, and 2) complete application, with no outstanding documentation needed.

Eligible Activities
Eligible activities are those that carry out economic development that minimizes, to the extent practicable, the displacement of business and jobs and include the following:

1. Reimbursement and/or purchase of Equipment and Supplies, meaning tangible, nonexpendable, assets and non-consumable (non-perishable items) used in the operation of a business that does not require third party installation or construction and would not trigger federal labor compliance standards: 1) machinery and tools, 2) office equipment and software, and 3) furniture and fixtures
2. Future payments of up to six (6) months of Operating Capital Expenses in support of the business: 1) payroll, 2) insurance, 3) utilities, and 4) rent/mortgage

Eligible Applicants
Eligible applicants include businesses located in the Grant Eligibility Zone (Census Tract 4, Block Groups 2 and 3) such as neighborhood serving retail and other goods and service-based businesses. Applicants must be for-profit businesses and can be corporations, partnerships, or sole proprietorships. Documentation will be required to demonstrate the business is providing goods or services that are available to all residents in Plumas County (i.e., LMA Benefit service area of the businesses). A high-end business, real estate company, or other companies that do not provide services that are available to all residents of the County—regardless of income, accessibility needs, or other similar limiting features—would not qualify as an eligible applicant. In addition, applicants must have been in good standing with the County of Plumas and with the California

Secretary of State within a minimum of one year prior to the date of application submittal (e.g., no liens or judgements, no unresolved code violations, etc.), as applicable.

Federal Environmental Review and Labor Compliance Standards
Economic development activities funded by HCD are subject to all applicable crosscutting compliance documentation requirements and federal regulations, such as environmental reviews (i.e., National Environmental Policy Act) and labor standards (i.e., Davis-Bacon and Related Acts).

Under Section 1.2 of the Guidelines (Definitions and Abbreviations) “Equipment and Supplies” is defined as tangible, nonexpendable, assets and non-consumable (non-perishable items) used in the operation of a business that does not require third party installation or construction by a licensed contractor and would not trigger federal labor compliance standards.

For example, if an eligible business would like to install a generator (project), the environmental review would need to cover not only the purchase of the generator but also the installation, which, depending on type of installation, could affect the environmental clearance. Further, labor compliance standards are triggered and apply to business construction, including installation, such as a generator for example, at a threshold of $2,000. Applicants should note that under CDBG federal regulations, the purchase and installation cannot be bifurcated to avoid labor standards (i.e., Davis-Bacon and Related Acts). The installation of the generator, for example, by a licensed contractor would be part of the project and both environmental review and labor standards would apply.

Therefore, due to the definition of “Equipment and Supplies” being those items that do not require third party installation or construction by a licensed contractor, the installation of a generator would not be an eligible activity because it would require installation by a licensed contractor and would trigger federal labor compliance standards.

Attachment 1
See Grant Program Guidelines (August 6, 2024, Board of Supervisors Proposed Revisions) for definitions and more information on documentation requirements.

Grant Program Questions for Public Discussion and Board of Supervisors Direction
The following questions require Board of Supervisors direction, including allowing for public comment:

1. Should the Program Guidelines allow one individual with multiple separate businesses to submit multiple grant applications for more than one business? Or should the Program Guidelines limit one individual with multiple separate businesses to only submit one grant application for one of the businesses?
2. A primary objective of the Grant Program is to assist businesses that were burned down in the 2021 Dixie Fire, and a business owner can utilize the burned down business address location in the Grant Eligibility Zone to apply for grant assistance only if they plan to return and rebuild the business in that same fire-affected location. From the date of executing the grant agreement with the County, what length of time should the Program Guidelines allow a business owner to rebuild and become operational (i.e., open to the public)? The choices are 12 months or 18 months.
3. The total Grant Program funding available is $567,500. The number of beneficiaries under the County’s grant funding objective is to assist no fewer than 25 grant recipients with a maximum grant award amount of $22,700. On July 30, 2024, the County received a public comment requesting an increase in the maximum grant award from $22,700 to $40,000. Such an increase would provide additional funding per applicant but would also result in fewer, or approximately 14, businesses receiving assistance. Should the Program Guidelines increase the maximum grant award amount? When making this decision, the Board of Supervisors should be aware that directing an increase in the maximum grant award amount would be a change to the grant funding objective under the Standard Agreement with HCD. Therefore, the change would require the Standard Agreement to be amended and approved by HCD. This action would take some time to process and delay the release of the Grant Application.

4. Should online-only businesses located in the Grant Eligibility Zone be eligible under the Grant Program? See Page 7 of the Guidelines for clarification and confirmation of intent and examples of nexus eligibility criteria: *"Online only businesses located in the Grant Eligibility Zone may be eligible and will be reviewed on a case-by-case basis with criteria such as the effect of the 2021 Dixie Fire on the business forcing online only commerce, the extent to which commerce is created by the business in the LMA Benefit service area (i.e., Plumas County), and the location of product manufacturing needing to be in Plumas County which supports local job creation and retention."*

Action:

Review and adopt Community Development Block Grant (CDBG) 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Guidelines.

Fiscal Impact:

No General Fund impact; funded through CDBG 2022 Economic Development Grant.

Attachments:

1. Plumas County Dixie Fire Recovery Business EconDev Guidelines 8.6.24_BOS

PLUMAS COUNTY

2021 Dixie Fire Recovery
For-Profit Business Economic Development
GRANT PROGRAM GUIDELINES
RELEASED JULY 22, 2024

SUBJECT TO CHANGE AND BOARD OF SUPERVISORS APPROVAL

August 6, 2024, Board of Supervisors Proposed Revisions

GRANTS WILL BE AWARDED TO ELIGIBLE BUSINESSES
ON A FIRST-COME, FIRST-SERVED ROLLING BASIS
THROUGH MAY 2026 OR UNTIL
ALL GRANT FUNDS ARE EXHAUSTED

Funded through the State of California's Department of Housing and Community Development's (HCD) administration of the federal Community Development Block Grant Program (CDBG) for non-entitlement jurisdiction by the Department of Housing and Community Development (HUD) pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart 1, California Health and Safety Code Section 50825, et seq., and the California State CDBG Program Guidelines in effect as of October 15, 2019, all as may be amended from time to time.

1. INTRODUCTION

The County of Plumas faced significant devastation and destruction as a result of the Dixie Fire. Beginning on July 13, 2021, and ending three months later, the fire burned through nearly 1 million acres of land with 768,130 of those acres in the County of Plumas. Many communities in the County were affected, for example, 75 percent of structures in the Town of Greenville were destroyed, and in particular, commercial and retail use spaces along Greenville's historic Main Street and within the Town's Central Business District.

In response to the economic hardships experienced by businesses due to the 2021 Dixie Fire, the County of Plumas has established a business assistance program using Community Development Block Grant (CDBG) funding received from the U.S. Department of Housing and Urban Development (HUD) and administered by the California Department of Housing and Community Development (HCD) called the Dixie Fire Recovery For-Profit Business Economic Development Program (the Program).

These Program Guidelines are intended to establish the Program and are subject to review and amendment as needed. All federal requirements for CDBG funded assistance to for-profit entities will be followed unless waived or otherwise exempted by HUD.

1.1 Program Description and Purpose

To help offset business costs and promote economic activity, the Program will provide relief in the form of financial grant assistance to established businesses directly or indirectly impacted by the 2021 Dixie Fire and start-up businesses established post-Dixie Fire with a physical business location within the CDBG "Grant Eligibility Zone" or Census Tract 4, Block Groups 2 and 3 including areas of Greenville, Crescent Mills, Taylorsville, and the Highway 70 Canyon (Exhibit 1).

Please note, if your business was burned down in the Dixie Fire, as a business owner you can utilize the burned down business address location to apply for grant assistance only if you plan to return and rebuild the business in the same location and be operational (i.e., open to the public) within XX months of executing the grant agreement with the County.

To understand if your business address is located in the Grant Eligibility Zone, please go to the following online mapping tool (website link or QR Code) and enter the business physical address location:

https://bit.ly/3WcCWjU

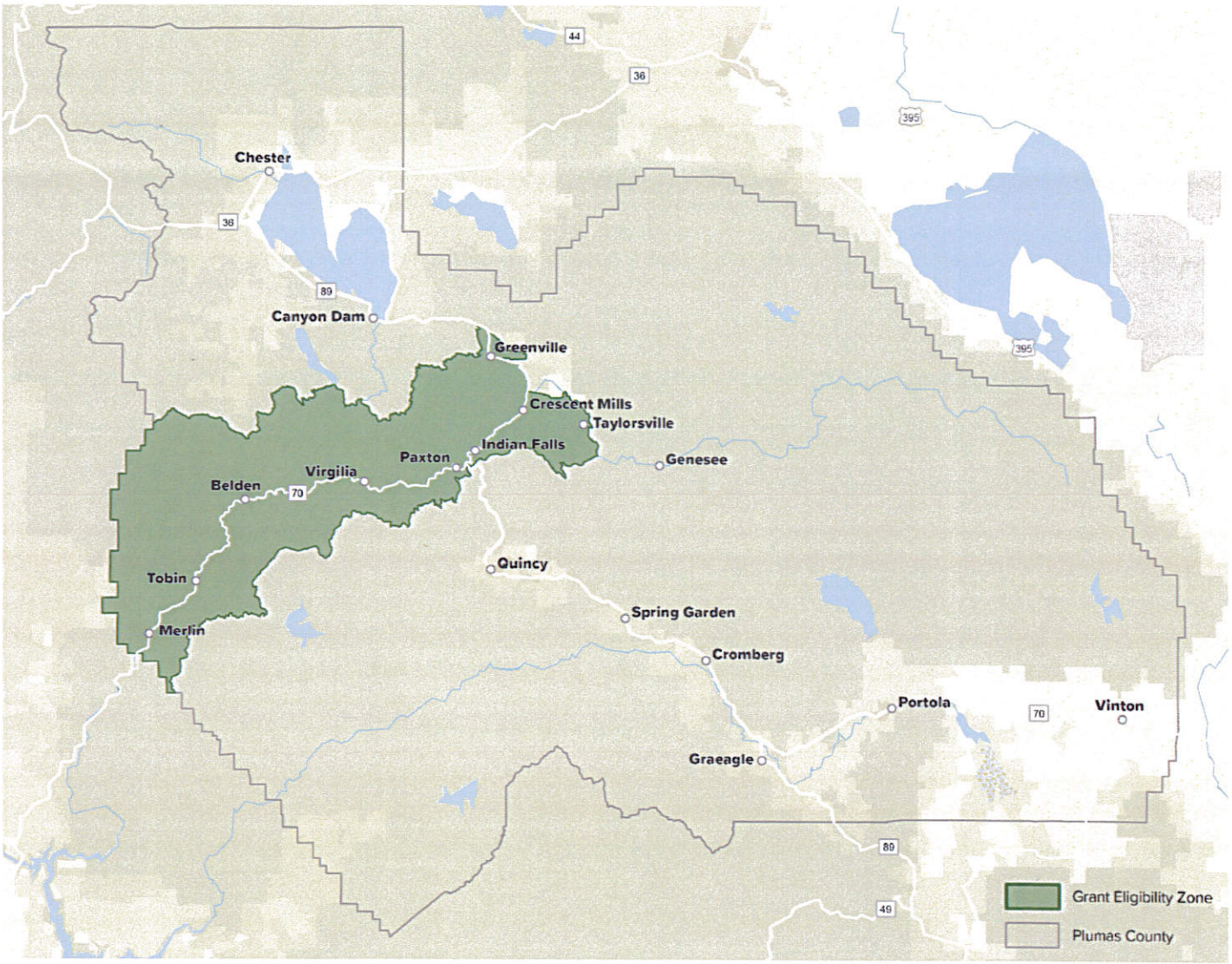


EXHIBIT 1 – GRANT ELIGIBILITY ZONE AND PLUMAS COUNTY GEOGRAPHIC BOUNDARY LMA BENEFIT BUSINESS SERVICE AREA

See also Appendix A for additional informational mapping of the Grant Eligibility Zone areas.

1.2 Definitions and Abbreviations

- **CDBG** – Community Development Block Grant funding received from HUD.
- **County** – The County of Plumas, County staff, or agents designated by the County to act on its behalf.
- **Established Business** – A for-profit business established before July 13, 2021 (i.e., before the start of the 2021 Dixie Fire) that was either directly or indirectly impacted by the 2021 Dixie Fire and is located within the Grant Eligibility Zone and employs one or more employees (no size limitation).
- **Equipment and Supplies** – Tangible, nonexpendable, assets and non-consumable (non-perishable items) used in the operation of a business that does not require third party installation or construction by a licensed contractor and would not trigger federal labor compliance standards, including:
    - **Machinery and Tools:** Devices or apparatuses used in business operations, such as manufacturing equipment, industrial machines, and other mechanical tools such as hand tools, power tools, and specialized equipment necessary for specific trades or professions.
    - **Office Equipment and Software:** Items including computers and computer programs and applications essential for business operations such as software licenses, printers, copiers, fax machines, and other technology used in office settings.
    - **Furniture and Fixtures:** Desks, chairs, shelving units, appliances, and other indoor and outdoor furnishings and physical items or materials such as cleaning or other supplies that are a necessary part of the business setup and/or going operations and functions.
- **Grant Eligibility Zone** – Geographic area encompassing U.S. Census Tract 4, Block Group 2 and Block Group 3 in which a business must have a physical storefront or office location to be eligible for the grant Program.
- **HUD** – The U.S. Department of Housing and Urban Development.
- **Low/Mod Area (LMA)** – A low- and moderate- area is defined by HUD as an area benefit activity that benefits all residents in a particular area, where at least 51 percent of the residents are Low-Moderate Income (LMI) persons. This CDBG grant has a National Objective of LMA.
- **LMA Benefit Business Service Area** – jurisdictional boundaries of Plumas County.
- **Operating Capital Expenses** – ~~Capital e~~Expenditures required for companies to continue daily operations, including payroll, insurance, utilities, and rent/mortgage.

- **Start-up Business** – A for-profit business established after July 13, 2021 (i.e., after the start of the 2021 Dixie Fire) located within the Grant Eligibility Zone and employs one or more employees (no size limitation).

- **Unique Entity Identifier (UEI)** – Entities doing business with the federal government use the Unique Entity ID created in the federal System for Award Management (SAM) or SAM.gov.

2. GRANT AWARD STRUCTURE WITH PROGRAM MAXIMUMS

The total grant funding available is $567,500. The number of beneficiaries under the County's grant funding objective is to assist no fewer than twenty-five (25) grant recipients.

Grant awards to any one business will be no more than $20,000.

However, if any one business maximizes the $20,000 grant with at least 50% ($10,000 worth or more) of eligible activities purchased from a business located in Plumas County, then an additional incentive increase of $2,700 in funding may be granted.

Therefore, the maximum grant award amount will not exceed $22,700.

3. ELIGIBLE ACTIVITIES

Eligible activities under the CDBG Economic Development Activity (18A ED: Direct Financial Assistance to For-Profits) are those that ~~to~~ carry out economic development that minimizes, to the extent practicable, the displacement of business and jobs and include the following:

1. Reimbursement and/or purchase of Equipment and Supplies:
    a. machinery and tools
    b. office equipment and software
    c. furniture and fixtures
    ~~d. tools~~
2. Future payments of up to six (6) months of Operating Capital E~~e~~xpenses in support of the business:
    a. payroll
    b. insurance
    c. utilities
    d. rent/mortgage

As determined by HUD, *ineligible use of funds* includes:

- "Lost revenue" or potential revenue that was never realized;
- Costs incurred prior to the applicant's grant agreement approval;

- Costs incurred prior to the County's completion of an environmental review;
- Costs already funded by private or public sources, including private bank loans or federal, state, and local governmental programs;
- Construction or renovation;
- Loan payments to small business association;
- Governmental uses or expenses;
- Political activities;
- Personal property;
- Personal household savings; and/or
- Other costs as determined by federal HUD guidance.

4. MEETING A CDBG NATIONAL OBJECTIVE

All CDBG funded activities must meet one of the three CDBG National Objectives as established by HUD. The National Objectives are as follows:

- Benefit to low- and moderate- income (LMI) persons or neighborhoods;
- Aid in the prevention or elimination of slums or blight; and
- Meet an urgent need.

The Program meets a CDBG National Objective of benefiting LMI persons through the Low/Mod Area (LMA) Benefit.

4.1 Low/Mod Area Benefit Documentation

LMA Benefit can be utilized for businesses that provide necessary goods or services to persons living in an area with 51 percent or more LMI residents. Businesses in the Grant Eligibility Zone may apply for grant assistance through the Program. See Appendix A for informational mapping of the Grant Eligibility Zone (i.e., Census Tract 4, Block Groups 2 and 3) and how to utilize the online mapping tool to determine if a physical business address is or is not within the Grant Eligibility Zone.

There are conditions that must be reviewed and documented by the County to determine whether a business qualifies under LMA Benefit, including the service area of the business, defined as the Plumas County geographic boundary (Exhibit 1).

Further, there must be documentation that the business is providing goods or services that are available to all residents in the LMA Benefit business service area (i.e., Plumas County). A high-end business, real estate company, or other company that does not provide services that are available to all residents—regardless of income, accessibility needs, or other similar limiting features—would not qualify under LMA Benefit.

5. ECONOMIC DEVELOPMENT PUBLIC BENEFIT STANDARDS

CDBG regulations at 24 CFR 570.209(b) require that grantees ensure at least a minimum level of public benefit is obtained from the expenditure of CDBG funds for Economic Development activities. Public benefit standards are set at either the aggregate or the individual activity level, as determined by the National Objective based on HUD standards.

5.1 Meeting Public Benefit Standards

Public benefit standards for the Program are to be met through standards for activities in the aggregate pursuant to the LMA National Objective. Activities must provide goods or services to residents of an area, such that the number of LMI persons residing in the areas served by the assisted businesses amounts to at least one LMI person, including low-income persons, per $350 of CDBG funds used.

The methodology for calculating the public benefit standard is, as follows:

Total grant funding available:	$567,500 divided by $350 = 1,621 Low Income / LMI persons (minimum population served)
Census Tract 4, Block Group 2:	Low Income – 380 persons / LMI – 445 persons
Census Tract 4, Block Group 3:	Low Income – 450 persons / LMI – 625 persons
	Total of 1,900 Low Income / LMI persons (exceeding the minimum requirement of 1,621)

If a grant recipient's scope of work is to be amended after the County has entered into a contract, then a reevaluation will be undertaken to determine changes in the level of public benefit to be derived. The County reserves the right to adjust the total amount of CDBG assistance as necessary and as based on meeting HUD's public benefit standard requirement.

6. HUD CDBG REQUIREMENTS FOR ASSISTANCE TO A FOR-PROFIT ENTITY

All federal requirements for CDBG assistance to for-profit entities will be followed unless waived or otherwise exempted by HUD.

6.1 Restrictions on Duplications of Benefits

CDBG funds may not be used to supplement ~~supplant~~ or duplicate private, federal, state, or other local government funding. If an awardee receives funds for the same costs funded under the Program, they must pay back one of the funding sources.

In accordance with HUD regulations, applicants must disclose all other private or public funding (loans and grants) received for business activities.

6.2 Prohibition of Job Pirating Activities

CDBG funds may not be used to facilitate the relocation of a for-profit business from one labor market to another if the relocation is likely to result in a significant job loss to the original labor market.

6.3 SAM.gov

Anyone wanting to apply for federal awards as a prime awardee must register for an account on SAM.gov to receive a UEI, a code assigned to all entities that register to do business with the federal government. The registration questionnaire includes detailed questions ranging from basic information, assertions, representations and certifications, and contact points. Allow at least ten business days after you submit your registration for it to become active in SAM.gov. Entities must renew registration every 365 days to remain active.

As part of the registration process, applicants will be assigned a Unique Entity Identifier (UEI) by entering information such as legal business name, physical address, date of incorporation, state of incorporation, and National Provider Identifier, which SAM.gov will validate. Typically, upon registering successfully, the database can find a match immediately, but when not, a manual review is required. As of May 14, 2024, the average wait time for a manual review is three days, but some cases may take several weeks. To obtain a UEI number, contact SAM.gov or the Federal Service Desk (FSD.gov) at 866.606.8220.

6.4 Debarment or Suspension

The applicant and all business owners may not be under debarment or suspension in the federal System for Award Management (SAM). The system may be accessed through SAM.gov as outlined in Section 6.3 above.

7. APPLICANT ELIGIBILITY CRITERIA

7.1 Eligible Applicants

Eligible applicants include businesses located in the Grant Eligibility Zone (Census Tract 4, Block Groups 2 and 3) such as neighborhood serving retail and other goods and service-based businesses. Applicants must be for-profit businesses and can be corporations, partnerships, or sole proprietorships. Online only businesses located in the Grant Eligibility Zone may be eligible and will be reviewed on a case-by-case basis with criteria such as the effect of the 2021 Dixie Fire on the business forcing online only commerce, the extent to which commerce is created by the business in the LMA Benefit service area (i.e., Plumas County), and the location of product manufacturing needing to be in Plumas County which supports local job creation and retention.

Documentation will be required to demonstrate the business is providing goods or services that are available to all residents in Plumas County (i.e., LMA Benefit service area of the businesses). A high-end business, real estate company, or other companies that do not provide services that are available to all residents of the County—regardless of income, accessibility needs, or other similar limiting features—would not qualify as an eligible applicant.

In addition, applicants must have been in good standing with the County of Plumas and with the California Secretary of State within a minimum of one year prior to the date of application submittal (e.g., no liens or judgements, no unresolved code violations, etc.), as applicable.

If the applicant wishes to confirm their standing with the California Secretary of State, they may do so through the Secretary of State's "bizfile Online" search engine at:

https://bizfileonline.sos.ca.gov/search/business.

Any bankruptcies filed by the applicant business must have been discharged for at least 3 years.

7.2 Ineligible Applicants

Federal CDBG regulations prohibit assistance to the following entities:

- Businesses or business owners are ineligible for assistance if a grant would create a conflict of interest as defined in Section 13.1 of this document or according to HUD regulations.
- Business or business owners that/who are debarred or suspended under a federal program are ineligible for assistance. Debarment or suspension status will be determined using the SAM.gov website.
- Business or business owners that/who are debarred or suspended or otherwise not in good standing with the California Secretary of State.
- Professional sports teams.
- Privately owned recreational facilities that serve a predominantly higher-income clientele.
- Businesses or business owners that/who are the subject of unresolved findings of noncompliance related to previous CDBG assistance.

7.3 Program Questions, ~~and~~ Clarifications, and Technical Assistance

For questions or clarification on Program Guidelines and the application, contact:

Plumas County Planning Department
Tracey Ferguson, Planning Director
555 Main Street
Quincy, CA 95971
530-283-6214
traceyferguson@countyofplumas.com

Prospective applicants can find supportive business technical assistance resources by contacting the following:

Sierra Small Business Development Center (SBDC)
Clint Koble, Advisor
530-375-0126
clint.koble@gmail.com

AMERICA'S SBDC CALIFORNIA NORTHERN CA NETWORK | SMALL BUSINESS DEVELOPMENT CENTER SIERRA

7.4 Program Engagement, Marketing, and Outreach Accessibility

The County's primary objective of the Engagement, Marketing, and Outreach Strategy is to inform all possible eligible businesses of the Program information, including these Guidelines and application information by:

- Fair, inclusive, and equitable advertising and access to funds, including reaching underrepresented business owners, minority populations, women-owned businesses, indigenous-owned businesses, and other under-served businesses.
- Diversity in grant access and opportunities.
- Targeting relevant qualifying businesses based on geography (i.e., Grant Eligibility Zone being Census Tract 4, Block Groups 2 and 3) and LMA Benefit criteria.
- Ensuring widespread dispersal on multiple media and physical platforms.

The multiple marketing tools include, but are not limited to:

- Workshops
- Email blasts
- Social media
- County website pages
- Physical flyers (locations)
- Press release / news articles
- Radio spots and live interview(s)
- Booths at community events
- GIS Maps and Online Web-Based Tool

8. USE OF FUNDS, PROGRAM REPORTING AND MONITORING, AND OTHER GRANT CONDITIONS

All applicants are required to state the intended use of grant funds in their application that meets one or more of the eligible activities and must also state that the grant funds will be used as specified by the applicant in the signed application.

Through the monitoring process, the applicant is responsible for providing documentation demonstrating that grant funds were/are being used as intended and as specified in the g~~G~~rant a~~A~~greement. If a business finds it necessary to change their intended use of funds, they will need to seek approval from the County in writing and submit an updated, itemized list of anticipated business expenses prior to making any changes.

As stated above, if your business was burned down in the Dixie Fire, as a business owner you can utilize the burned down business address location to apply for grant assistance only if you plan to return and rebuild the business in the same location and be operational (i.e., open to the public) within XX months of executing the grant agreement with the County.

Both the County and the grantees shall retain the receipts and other documentation of how funds were spent for at least 5 years following the close out of the individual grantee project.

Grantees will also be required to provide reports to the County of Plumas. Reporting frequency will occur at 6 months and 1 year from grant disbursement. After being awarded, a reporting form will be provided to include, at minimum, funds spent by category, a summary of activities, and photos if applicable.

Documents submitted within this Program are public documents, expect for those that shall be treated as confidential under Section 9 below. The County retains the right to publish data regarding a grantee(s) finances, performing metrics, and Program evaluation. This includes, but is not limited to, Board of Supervisors reports and audits completed by the County Auditor, with information shared publicly through the County's website.

In accordance with generally accepted accounting practices, it is recommended the grantee maintain records of all matters related to the grant money, including but not limited to, records to support costs associated with grant funds; copy of the grant award application and all other related documents; and all documentation of reports, audits, and other monitoring. The County retains the right to request records showing the use of grant funds.

All documents collected from each applicant during the application and approval process, including proof of uses of funds, will be maintained in the Program participant file.

The County has been trained on anti-fraud, waste, and abuse issues and will additionally monitor the funded grantees for instances of fraud, waste, and abuse pursuant to state and federal requirements and take steps to address such issues, where applicable, including reporting to appropriate authorities.

Economic development activities funded by HCD are subject to all applicable crosscutting compliance documentation requirements and federal regulations, such as environmental reviews (i.e., National Environmental Policy Act) and labor standards (i.e., Davis-Bacon and Related Acts).

Under Section 1.2 of these Guidelines (Definitions and Abbreviations) "Equipment and Supplies" is defined as tangible, nonexpendable, assets and non-consumable (non-perishable items) used in the operation of a business that does not require third party installation or construction by a licensed contractor and would not trigger federal labor compliance standards.

For example, if an eligible business would like to install a generator (project), the environmental review would need to cover not only the purchase of the generator but also the installation, which, depending on type of installation, could affect the environmental clearance. Further, labor compliance standards are triggered and apply to business construction, including installation, such as a generator for example, at a threshold of $2,000. Applicants should note that under CDBG federal regulations, the purchase and installation cannot be bifurcated to avoid labor standards (i.e., Davis-Bacon and Related Acts). The installation of the generator, for example, by a licensed contractor would be part of the project and both environmental review and labor standards would apply.

Therefore, due to the definition of "Equipment and Supplies" being those items that do not require third party installation or construction by a licensed contractor, the installation of a generator would not be an eligible activity because it would require installation by a licensed contractor and would trigger federal labor compliance standards.

9. CONFIDENTIALITY

Information submitted by applicants, including any personally identifiable information (PII) shall be treated as confidential by the County to the extent permitted under state and federal law.

10. APPLICATION SUBMISSION REQUIREMENTS

Applicants are encouraged to apply to the Program as soon as possible once the application is released. Applications will be deemed complete following the submission of all required documents and information, at which point a date and time of submission will be assigned to the application.

Applicants will be notified of their application's approval or denial, along with funding amount, by the County in writing.

Rolling Grant Application Period: The application period is considered on a rolling basis through May 2026 and therefore will be open until all Program funding is exhausted through grant awards.

Grant Application Review Period: Applications will be reviewed and evaluated in the order received on a first-come, first-served basis according to the following priorities:

- Meets all eligibility criteria.
- ~~Fully c~~Complete application, with no outstanding documentation needed.

11. UNDERWRITING REQUIREMENTS

The following underwriting criteria are required, unless otherwise waived or exempted by HUD:

- Project costs are reasonable;
- Other sources of financing needed for businesses are committed;
- Documentation of need for CDBG funds, including verification that CDBG funds are not substituted for non-Federal financial funding or support;
- Business operations will be financially feasible with CDBG assistance;
- To the extent practicable, the return on the borrower's equity investment will not be unreasonably high; and
- To the extent practicable, CDBG funds will be disbursed on a pro-rata basis with other finances provided to the business.

12. APPROVAL AND APPEAL PROCESS

12.1 Approval/Denial

If approved, the applicant will be contacted to arrange the signing of documents, including a grant agreement.

If denied, the applicant will be provided with a written explanation for the denial and of any appeal process that may be available within seven (7) calendar days.

12.2 Grant Disbursement

Grants will be coordinated through the Planning Department and the County Administrative Officer (CAO) with disbursement of funding by County check from the Auditor/Controller's Office.

12.3 Appeal Process

Denied applicants wishing to appeal their denial should send appeals to:

Plumas County Planning Department
c/o Tracey Ferguson, Planning Director
555 Main Street
Quincy, CA 95971

13. OTHER FEDERAL REQUIREMENTS

Federal requirements must be followed regarding:

- Anti-lobbying certification;
- Prohibitions against payments of bonus or commissions;
- Clean Air and Water Acts;
- Equal Opportunity;
- Affirmative Action;
- Americans with Disabilities Act (ADA) of 1990;
- Flood Disaster Protection;
- Federal Labor Standards Provisions (also known as Davis Bacon);
- Lead Based Paint Hazards;
- Federal National Labor Relations Board (NLRB) Certification;
- Procurement;
- Program Income;
- Relocation, Displacement, and Acquisition; and
- Any additional requirements as required by HUD.

13.1 Conflict of Interest

Per State of California Code of Regulations at Title 25 §7126, any activities that create a conflict of interest as defined in Federal CDBG regulations at 24 CFR 570.611 are prohibited. In general, the Conflict-of-Interest prohibition applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of a recipient of CDBG funds, or of any public agencies, or subrecipients that receive CDBG funds. These persons, who are in a position to participate in a decision-making process or in a position to gain insider information regarding CDBG funds and CDBG funded activities, are prohibited from obtaining a financial interest or benefit from a CDBG assisted activity.

14. CONFLICT WITH FEDERAL LAW, REGULATION, OR GUIDANCE

If any portion of this document is in conflict with federal law, regulation, or guidance regarding the CDBG program, federal requirements will apply.

15. PROGRAM APPLICATION

The Program application is anticipated to be available on August 12, 2024, on the County of Plumas Planning Department webpage, found at:

https://www.plumascounty.us/89/Planning-Department

16. DOCUMENTATION REQUIREMENTS

Within this section is a list of required documents. It is recommended that the applicant gather this documentation in advance of application release on August 12, 2024.

Applicants must present the following documentation depending on the intended use of funds:

- Equipment and Supplies (reimbursement and/or purchase): Provide receipt(s) of eligible equipment and/or supplies and/or provide three (3) quotes (informal solicitation) to show the most reasonable market value for business needs. For example, if the applicant wishes to use grant money to purchase a commercial refrigerator, the applicant must ensure that the cost is reasonable as compared to other commercial refrigerators, is best suited to their business needs, and is the best price found across the sources. While CDBG procurement requirements do not apply to activities undertaken by private, for-profit entities receiving CDBG assistance, the County's procurement procedures must be followed, and costs must be reviewed during grant underwriting analysis to ensure reasonableness of cost(s) and eligibility. Further, in recognition of the economic benefits provided by equipment and supplies sourced from businesses located within Plumas County, the County's procurement procedures allow a local preference credit of 5% but not cumulatively greater than five thousand dollars ($5,000) as part of the solicitation process.

- Operating Capital Expenses (future payment):
    - Payroll: Provide the most recent six (6) months of payroll, if available
    - Insurance: Provide the most recent six (6) month insurance payment, if available
    - Utilities: Provide the most recent six (6) months of utility bills, if available
    - Rent/Mortgages: For rent payments, provide the most recent six (6) months of rental statements, if available, and provide copy of the business lease (rental) agreement. For mortgage payments, provide the most recent six (6) months of mortgage statements, if available, and parcel proof of ownership.

In addition to the above, businesses are required to submit the following documents as part of the application:

- Completed and signed application
- SAM.gov UEI (Unique Entity ID)
- Tax ID/Employer Identification Number (EIN), if applicable
- Business W-9 form
- Fictitious Business Name Certificate from Plumas County
- Documentation that the business is providing goods or services that are available to all residents in the LMA Benefit business service area (i.e., Plumas County)
- Documentation to determine start date of business operation, as applicable:
  - Copy of registration with the State of California's Secretary of State
  - Articles of Incorporation/Organization
  - Current Statement of Information
  - Fictious Business Name Statement (aka DBA)
- All required operating permits and licenses including those from the Plumas County Environmental Health Department
- Proof of business insurance including at minimum general liability insurance
- Business tax returns for the most recent two years filed, if available
- Profit and Loss statement for the most recent two years, if available
- Cash flow projection for the most recent two years and 2024 to-date, if available
- Payroll report or affidavit (signed by owner(s) and employee(s)) for the most recent month documenting payroll information, number of persons employed, and names and addresses of owner(s) and employee(s)
- A short business plan (1-2 pages) discussing business operations and plans, the viability of the business, and the chance of remaining open over the next 12 months; may also include a marketing and/or financial plan
- Duplication of Benefits Affidavit
- Disclosure of delinquent or defaulted federal grants or loans in the last seven (7) years, if applicable
- A description of the proposed eligible use of grant funds
- Receipts and/or documentation substantiating costs for proposed operating capital expenses for future payments tying CDBG economic development grant (dollars in), to operating capital expenses (dollars out)
  - Business lease (rental) agreement, if applicable
  - Parcel (mortgage) proof of ownership, if applicable
- Receipts and/or documentation substantiating costs for equipment and supplies purchased for reimbursement or payment

APPENDIX A
CENSUS TRACT 4, BLOCK GROUPS 2 AND 3
INFORMATIONAL MAPPING
GRANT ELIGIBILITY ZONE

Please find the following map figures for reference to the Grant Eligibility Zone areas, in addition to utilizing the following online mapping tool (website link or QR Code) to determine if a physical business address is or is not within the Grant Eligibility Zone:

https://bit.ly/3WcCWjU

FIGURE 1 – GRANT ELIGIBILITY AREA OVERVIEW
FIGURE 2 – INDIAN VALLEY OVERVIEW
FIGURE 3 – GREENVILLE
FIGURE 4 – CRESCENT MILLS
FIGURE 5 – TAYLORSVILLE
FIGURE 6 – HIGHWAY 70 CANYON AREAS
FIGURE 7 – HIGHWAY 70 CANYON AREAS CONTINUED
FIGURE 8 – HIGHWAY 70 CANYON AREAS CONTINUED

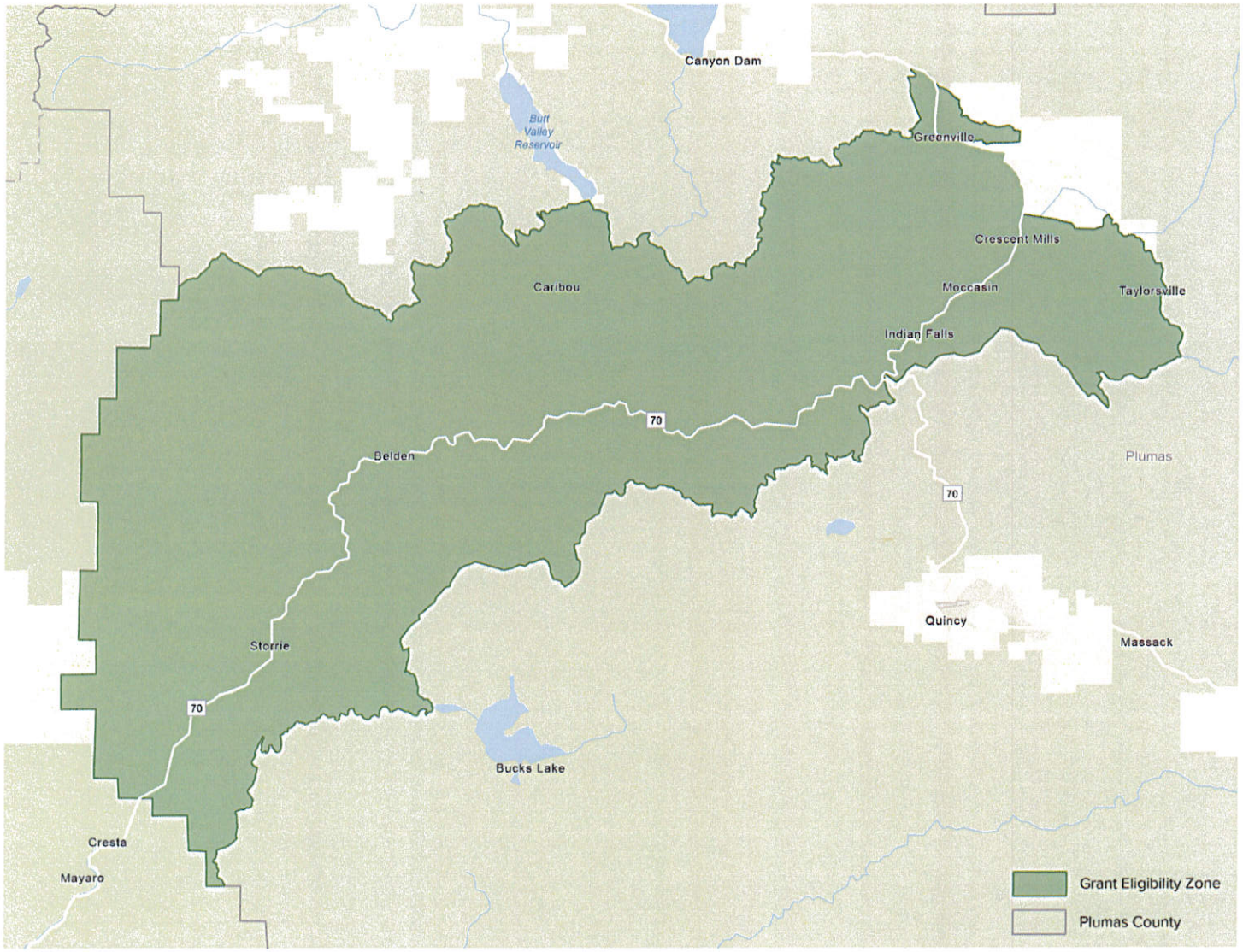


FIGURE 1 – GRANT ELIGIBILITY AREA OVERVIEW

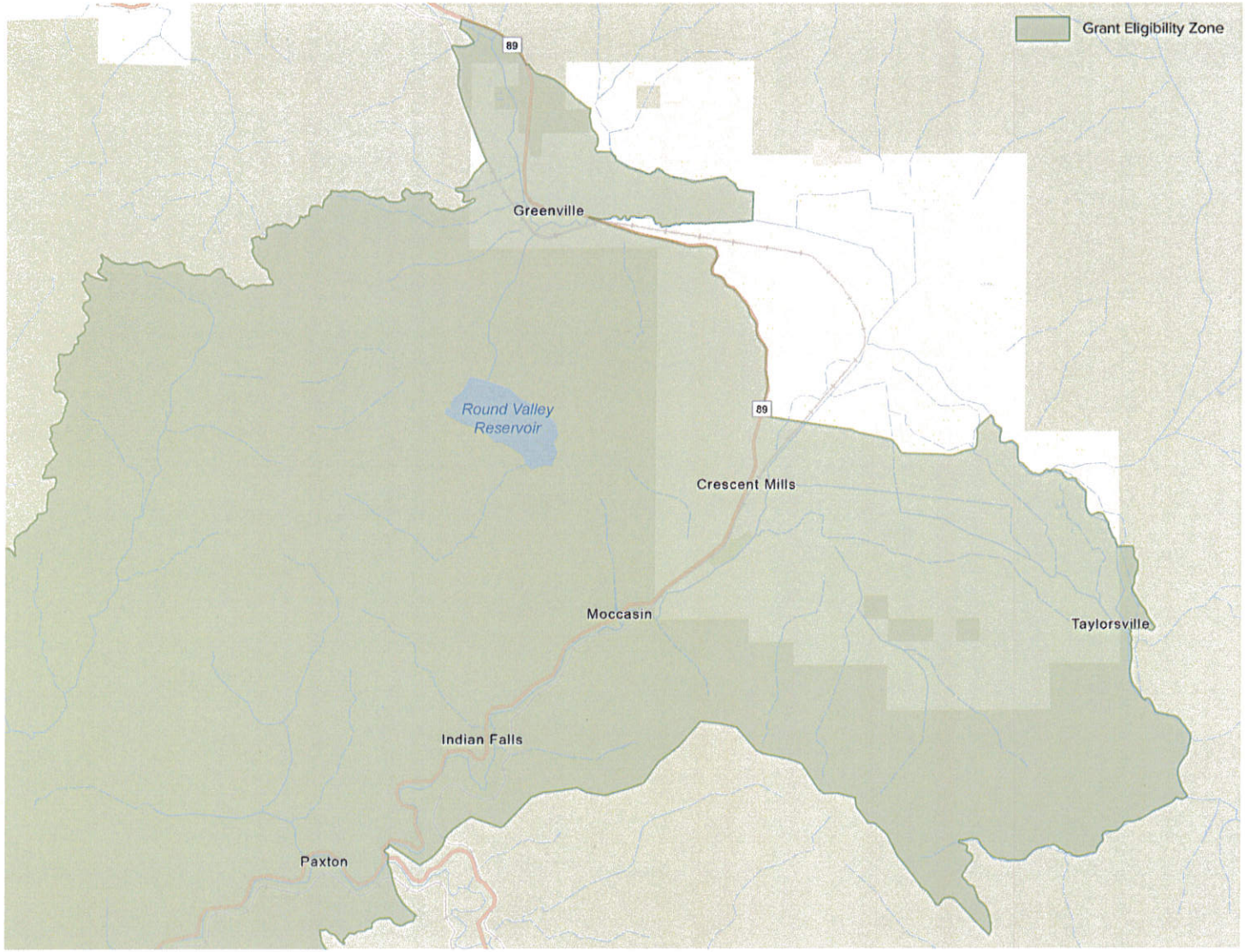


FIGURE 2 – INDIAN VALLEY OVERVIEW

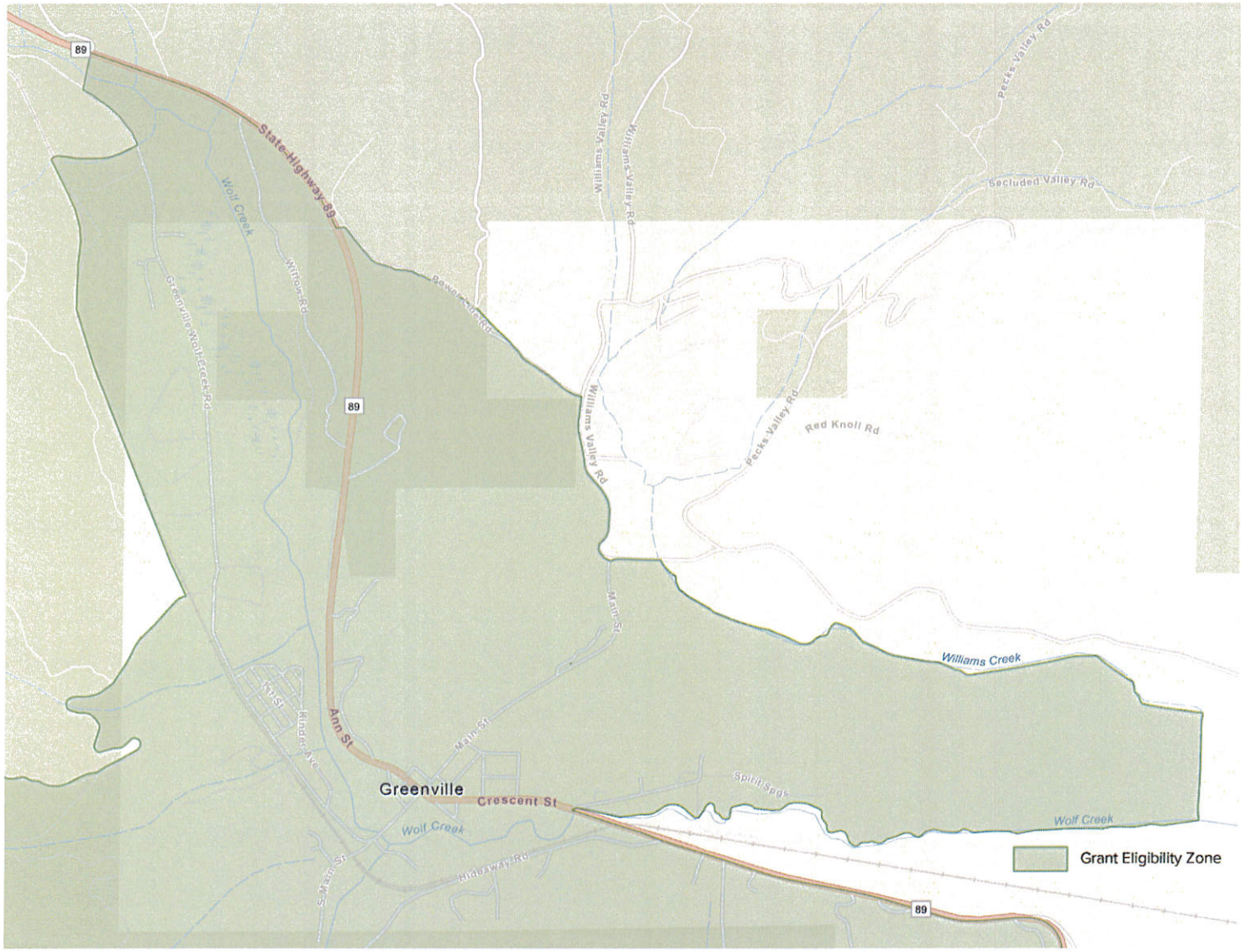


FIGURE 3 – GREENVILLE

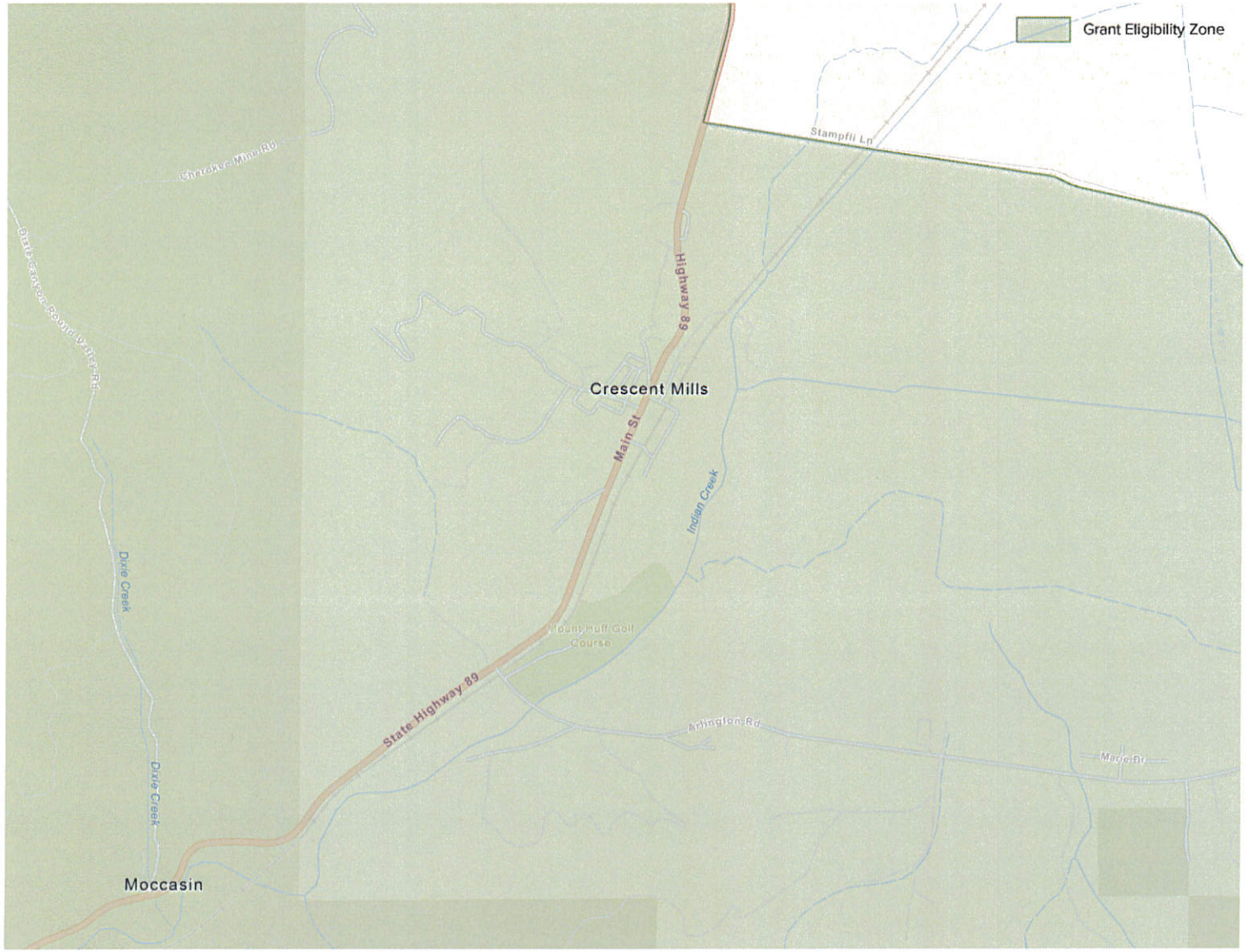


FIGURE 4 – CRESCENT MILLS

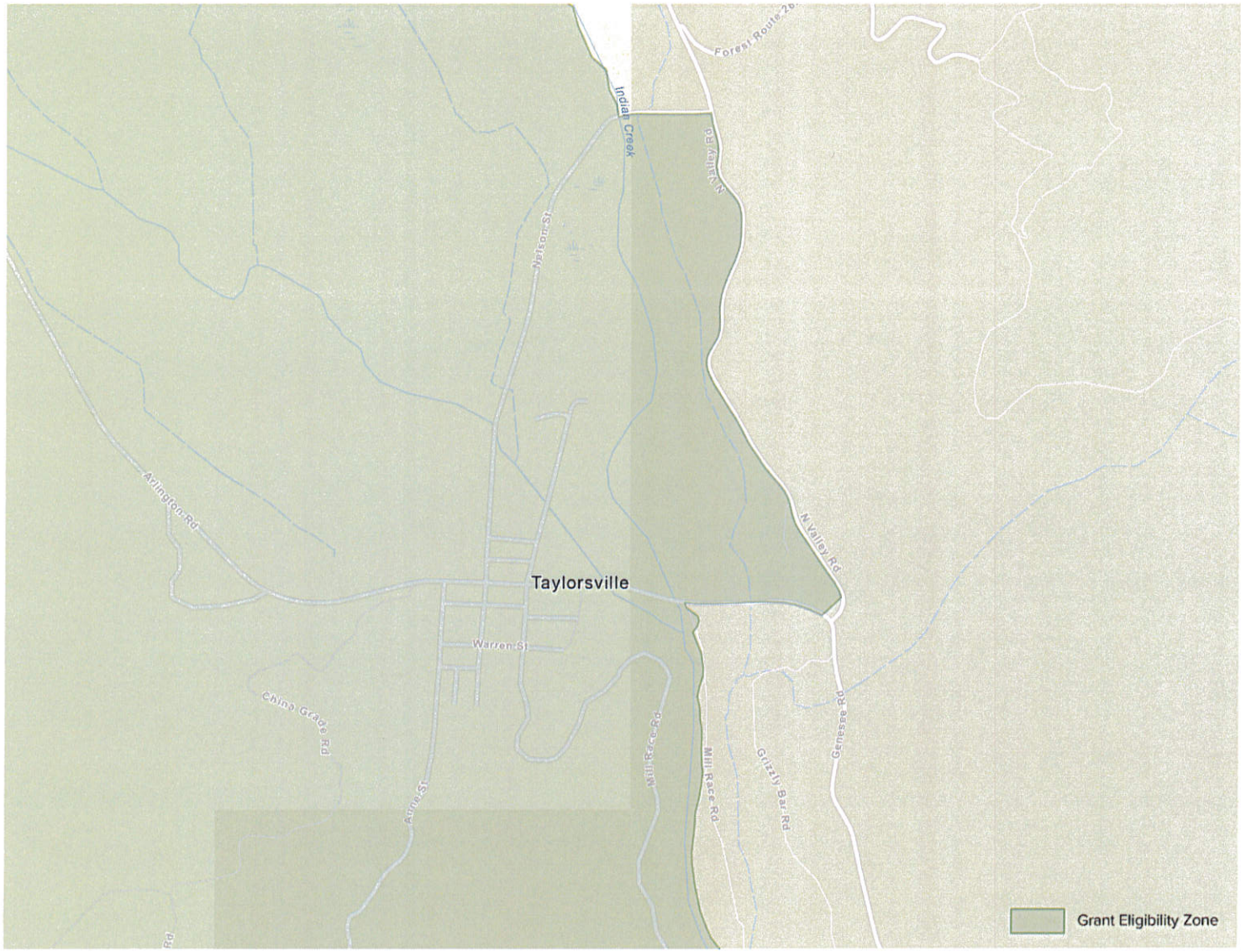


FIGURE 5 – TAYLORSVILLE

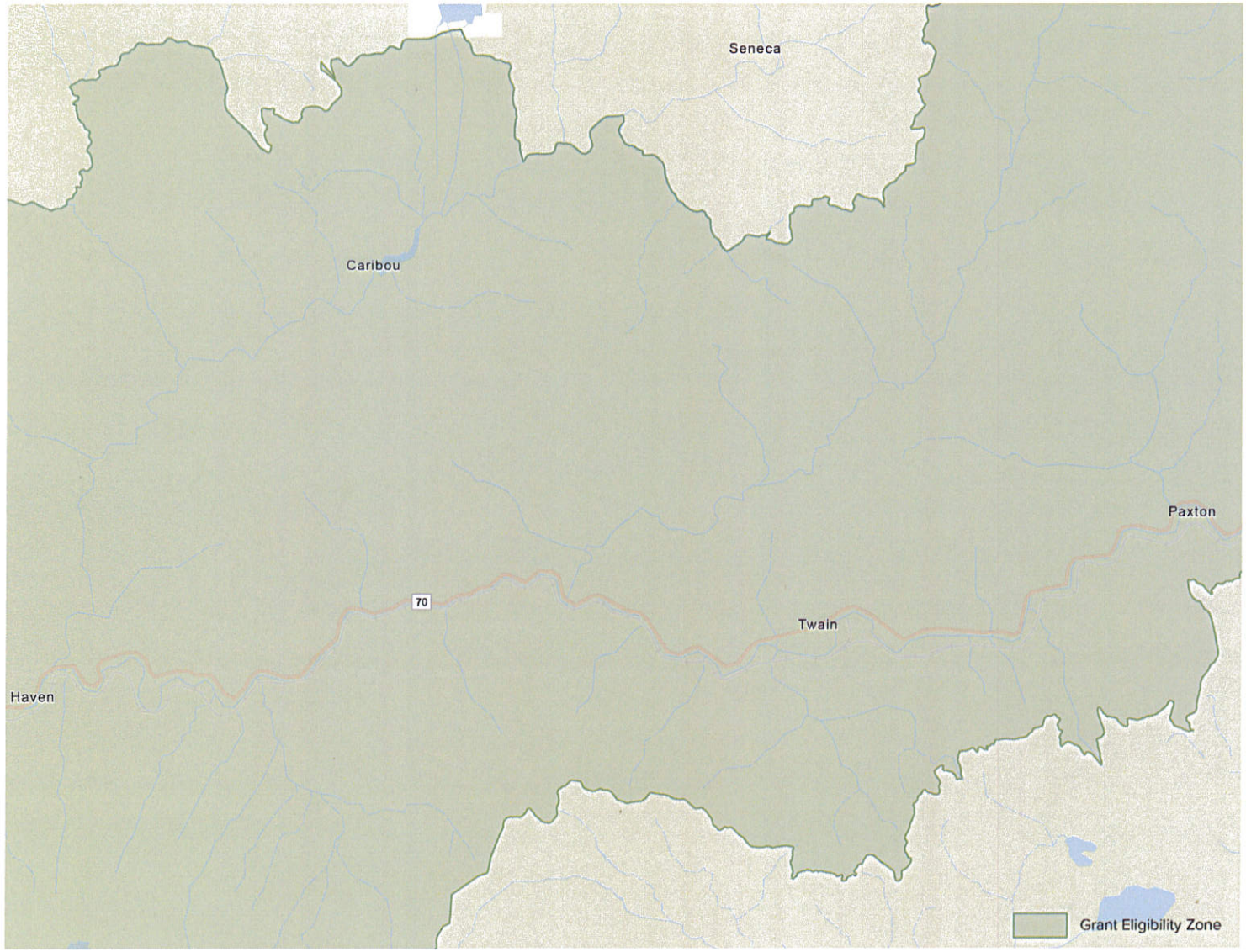


FIGURE 6 – HIGHWAY 70 CANYON AREAS

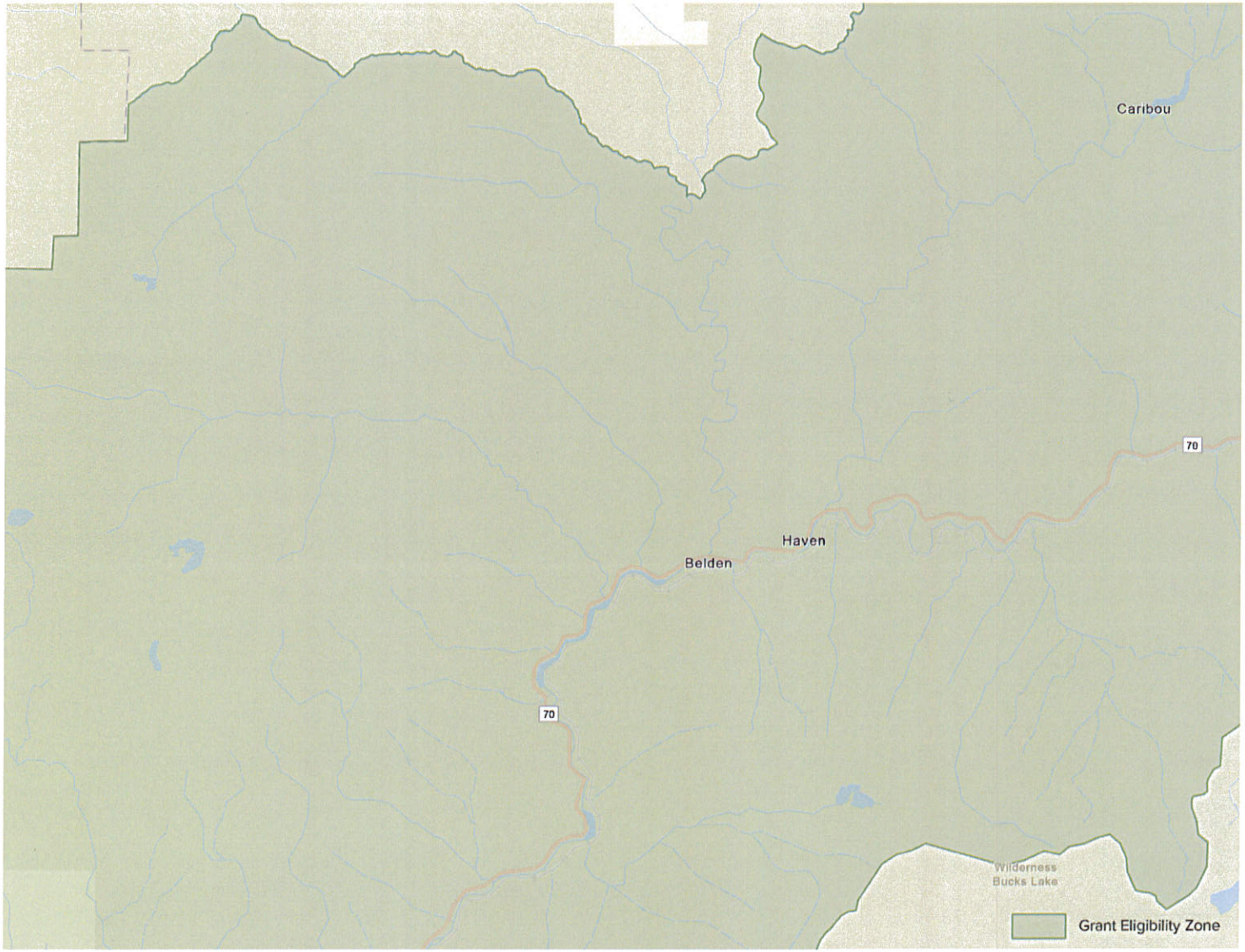


FIGURE 7 – HIGHWAY 70 CANYON AREAS CONTINUED

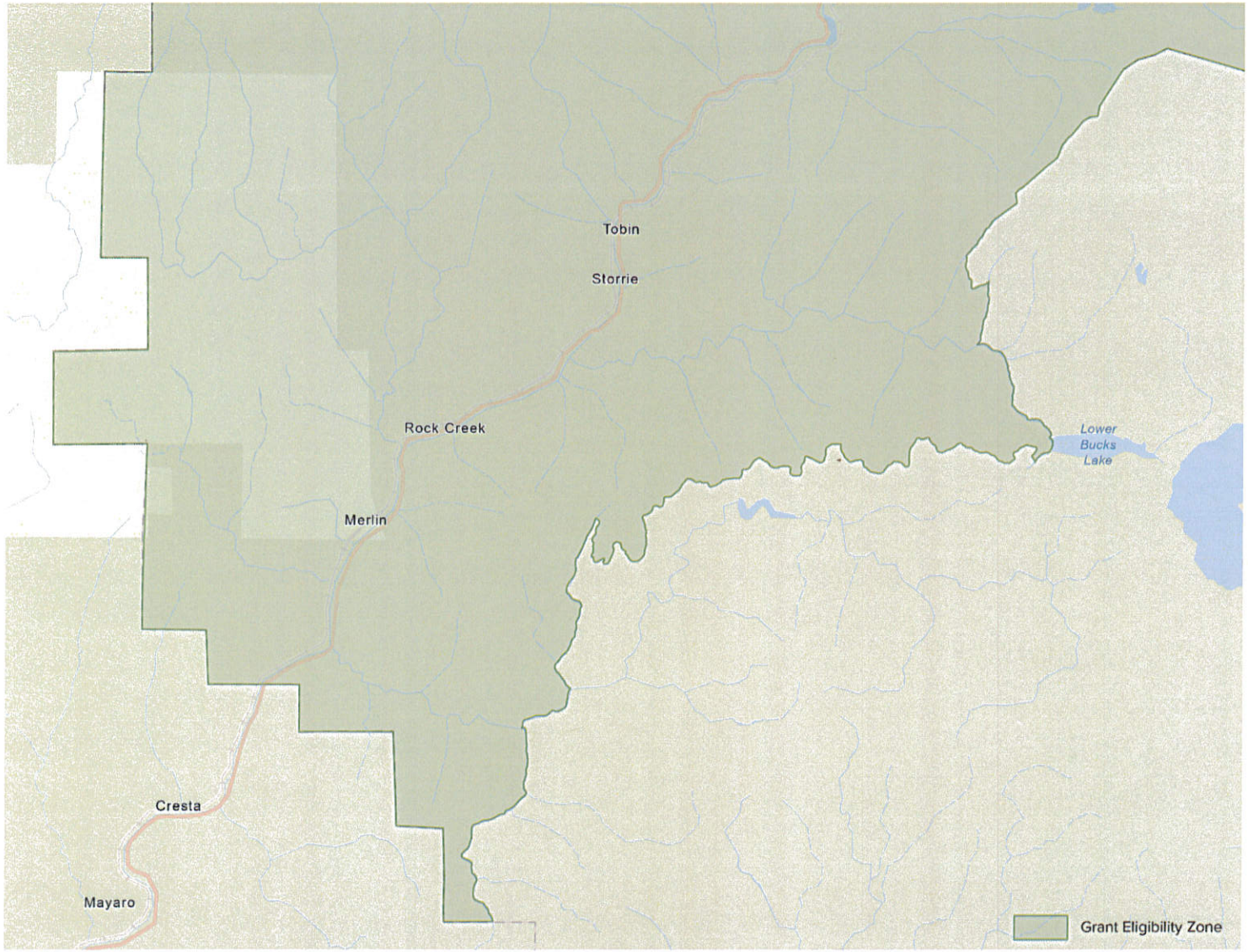


FIGURE 8 – HIGHWAY 70 CANYON AREAS CONTINUED

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sara James, Deputy County Counsel III**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to sign a Lease agreement between The County of Plumas and The Plumas County Museum Association for the Lease of Lawry House located at 60 Bradley Street, Quincy, CA; effective August 6, 2024, and shall expire on August 5, 2044; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign a Lease agreement between The County of Plumas and The Plumas County Museum Association for the Lease of Lawry House located at 60 Bradley Street, Quincy, CA; effective August 6, 2024, and shall expire on August 5, 2044; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
.

Action:

Approve and authorize Chair to sign a Lease agreement between The County of Plumas and The Plumas County Museum Association for the Lease of Lawry House located at 60 Bradley Street, Quincy, CA; effective August 6, 2024, and shall expire on August 5, 2044; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Lawry House Lease

LEASE

"Lawry House, 60 Bradley Street, Quincy, California"

By and between

COUNTY OF PLUMAS,
a Political Subdivision of the State of California,
"Owner"

and

the PLUMAS COUNTY MUSEUM ASSOCIATION,
a California Nonprofit Corporation,
"Tenant"

LEASE

THIS LEASE is entered into at Quincy, Plumas County, California, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "Owner", and the PLUMAS COUNTY MUSEUM ASSOCIATION, a California Nonprofit Corporation, hereinafter referred to as "Tenant."

1. PREMISES LEASED: The Owner leases to the Tenant, and the Tenant leases from the Owner, that certain free-standing building located at 60 Bradley Street, Quincy, California, together with all land, other improvements, and parking located at this address (the "premises"), which property is more particularly described as follows:

> All that real property situate in the unincorporated area of the County of Plumas, State of California, described as PARCEL ONE and PARCEL THREE in a Deed recorded on July 25th, 1972, in Volume 213 at Page 779, Plumas County Official Records.

2. PURPOSES: The Tenant leases and rents the premises for the following purposes: 1) to continue, for the time being, the present use by Tenant, pursuant to prior agreement with Owner, as a museum archival, textile, and artifact repository; 2) to further and carry out the goals of the Lawry House Plan, which includes, in phases, garage removal, public bathroom construction, restoration and renovation of the former Lawry home and landscaping, with the renovated home and grounds used by Tenant for a Community and Visitor's Center, or such other nonprofit, community benefit use as Tenant and Owner mutually determine to be appropriate at that time. The premises shall be used for no other purposes, without written consent of Owner.

3. TERM: The term shall commence August 6, 2024, and shall expire August 5, 2044. However, the County may terminate the lease on or after April 5, 2034 if there has been no progress on Phase 1 or Phase 2 of the Lawry House Project's Goals. The Lawry House Project Plan is attached hereto and incorporated herein as Exhibit A.

4. RENT: The Tenant agrees to pay and deliver to the Owner as rent, the sum of One Dollars and No/100 ($1.00) per year along with other valuable consideration. Rent shall be payable, in advance, in lawful money of the United States, in annual installments commencing on the effective date of this agreement, or, at the option of Tenant, by paying at any time the entire amount of rent then owing hereunder.

5. ACCEPTANCE OF PREMISES: The premises shall be leased to Tenant in its "as-is" condition, and County shall not be required to construct any improvements in, or provide any tenant improvement allowance for, the Premises, and Tenant hereby accepts the premises in such condition.

6. REPAIRS AND MAINTENANCE: Tenant covenants and agrees at Tenant's own cost and expense during the full term hereof, to keep and maintain the entire leased premises,

both the interior and exterior of the building and all improvements thereon, in as good order and repair as the condition of such improvements at the commencement of this agreement. Notwithstanding the foregoing, the parties acknowledge that many of the improvements in the former Lawry home will need to be replaced and/or repaired during renovation as part of the Lawry House Plan, attached hereto, which shall be the sole responsibility of the Tenant.

Parties acknowledge that this lease is exempt from the Surplus Land Act as all renovations are tenant improvements to existing structures and therefore the lease is not for "disposition of surplus land".

It is the understanding of the parties hereto that Owner shall not be required to maintain or repair the leased premises during the term hereof.

7. UTILITIES AND OPERATING EXPENSES: Owner shall be responsible for payment of those utilities which they have paid prior to this lease, which consist of the cost of the security system, water/sewer services and electricity. Tenant shall seek grant funding to cover the cost of utilities, and if funding is secured, will take responsibility for the cost of these utilities.

Tenant shall be responsible for payment of gas, telephone service, internet access, garbage removal, and snow removal for the premises, and all other utility services or other services to the premises, including any installation costs, alterations, or equipment required to establish such services to the premises.

8. SIGNS: Tenant shall obtain the Owner's written consent for the installation of any and all external signs for Tenant's operations on the premises, provided, however, that Owner shall not unreasonably withhold Owner's consent for reasonable and appropriate signs.

9. ALTERATIONS AND IMPROVEMENTS: Owner and Tenant agree that Tenant shall make alterations and improvements in accordance with the Lawry House Plan described in Paragraph 2 above, with the ultimate goal to upgrade and remodel the former Lawry home and grounds to a condition suitable for use as a Community and Visitor's Center, or such other nonprofit, community benefit use as Tenant and Owner determine to be appropriate under circumstances then existing. Tenant shall pay all costs associated with these alterations, and shall not be entitled to any tenant improvement allowance. Tenant shall defend, indemnify, and hold Owner harmless from any and all damages to any person or property occurring in, on, or about the premises, arising from the alterations made by Tenant to the premises.

Except as permitted above, Tenant shall not make any alterations to the premises that alter the design of the premises without Owner's approval. Any authorized alterations made shall remain on and be surrendered with the premises on expiration or termination of the term.

If Tenant makes any alterations to the premises as provided in this paragraph, the alterations shall not be commenced until two (2) days after Owner has received notice from Tenant stating the date the installation of the alterations is to commence so that Owner can post and record an appropriate notice of non-responsibility.

10. INSPECTION: Owner, its agents, attorneys or employees shall, at any and all reasonable times during the term hereof, be permitted and allowed to enter upon the premises for the purpose of examining the same and for the further purpose of doing thereon whatever they may deem necessary for the protection and preservation of its interests and estate therein.

11. ASSIGNMENT AND SUBLEASING:

11.1 **Permitted Transfers:** The Plumas County Museum Association includes a committee entitled the Lawry House Project Committee ("LHPC") which was formed to explore ways that private donations and grants could be obtained and utilized to fund restoration and renovation. Should the LHPC form as a non-profit, Tenant may transfer this lease to LHPC by providing 60 days notice, pursuant to 11.3.1. below, to Owner.

11.2 **Restricted Transfers:**

11.2.1 **Consent Required; Definition of "Transfer"**: Tenant shall obtain Owner's written consent before entering into or permitting any Transfer, other than as listed above. A "Transfer" consists of any of the following, whether voluntary or involuntary and whether effected by death, operation of law, or otherwise:

11.2.1.1 Any assignment, mortgage, pledge, encumbrance, or other transfer of any interest in this Lease;

11.2.1.2 Any sublease or occupancy of any portion of the Premises by any persons other than Tenant and its employees; and

11.2.1.3 Any of the changes (e.g., a change of ownership or reorganization) included in the definition of Transfer.

Any person to whom any Transfer is made or sought to be made is a "Transferee."

11.2.2 **Owner's Remedies**: If a Transfer fails to comply with this paragraph 11, Owner may, at its option, do either or both of the following: (a) void the Transfer or (b) declare Tenant in material and incurable default.

11.3 **Transfer Procedure**:

11.3.1 **Transfer Notice**: Before entering into or permitting any Transfer, Tenant shall provide to Owner a written "Transfer Notice" at least sixty (60) days before the proposed effective date of the Transfer. The Transfer Notice shall include all of the following:

11.3.1.1 Information regarding the proposed Transferee, including the name, address, and ownership of Transferee; the

nature of Transferee's business; Transferee's character and reputation; and Transferee's current financial statements (certified by an officer, a partner, or an owner of Transferee);

11.3.1.2 All the terms of the proposed Transfer, including the consideration payable by Transferee; the portion of the premises that is subject to the Transfer (Subject Space); a general description of any planned alterations or improvements to the Subject Space; the proposed use of the Subject Space; the effective date of the Transfer; and a copy of all documentation concerning the proposed Transfer;

11.3.1.3 Any other information or documentation reasonably requested by Owner; and

11.3.1.4 An executed estoppel certificate from Tenant.

11.3.2 **Limits of Consent**: If Owner consents to any Transfer, the following limits apply:

11.3.2.1 Owner does not agree to waive or modify the terms and conditions of this Lease.

11.3.2.2 Owner does not consent to any further Transfer by either Tenant or Transferee.

11.3.2.3 Tenant remains liable under this Lease, and any guarantor of the Lease remains liable under the guaranty.

11.3.2.4 Tenant may enter into that Transfer in accordance with this Paragraph 11 if:

11.3.2.4.1 The Transfer occurs within six (6) months after Owner's consent;

11.3.2.4.2 The Transfer is on substantially the same terms as specified in the Transfer Notice; and

11.3.2.4.3 Tenant delivers to Owner, promptly after execution, an original, executed copy of all documentation pertaining to the Transfer in a form reasonably acceptable to Owner (including Transferee's agreement to be subject and subordinate to the Lease and to assume Tenant's obligations under the Lease to the extent applicable to the Subject Space).

11.3.2.4.4 If the Transfer occurs after six (6)

months or the terms of the Transfer have materially changed from those in the Transfer Notice, Tenant shall submit a new Transfer Notice. A material change is one the terms of which would have entitled Owner to refuse to consent to the Transfer initially or would cause the proposed Transfer to be more favorable to Transferee than the terms in the original Transfer Notice.

11.3.3 **Owner's Written Response**: Within a reasonable time after receipt of a Transfer Notice that complies with subsection 11.3.1, Owner shall approve or disapprove the proposed Transfer in writing.

11.3.4 **Tenant's Remedies.** If Owner wrongfully denies or conditions its consent, Tenant may seek only declaratory and injunctive relief. Tenant specifically waives any damage claims against Owner in connection with the withholding of consent.

11.3.5 **Tenant's Indemnity**: Tenant shall indemnify, defend, and hold harmless Owner from and against any and all claims by any third party (including the proposed Transferee) arising out of or relating (directly or indirectly) to a proposed Transfer.

11.3.6 **Right To Collect Rent**: If this Lease is assigned, Owner may collect Rent directly from Transferee. If all or part of the premises is subleased and Tenant defaults, Owner may collect Rent directly from Transferee. Owner may then apply the amount collected from Transferee to Tenant's monetary obligations under this Lease. Collecting Rent from a Transferee or applying that Rent to Tenant's monetary obligations does not waive any provisions of this Paragraph 11.

12. LIENS: Both parties promise and agree not to permit or allow the premises or any part thereof to be liened by any person, firm or corporation for any purpose whatever, due to their non-payment or non-fulfillment of any obligation of the parties hereto, their agents, servants or employees.

13. LIABILITY AND INDEMNIFICATION: Owner shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause, except for Owner's willful misconduct. Tenant waives all claims against Owner for damage to person or property arising for any reason, except for Owner's willful misconduct.

Tenant shall defend, indemnify, and hold Owner harmless from 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") arising out of any Tenant's use and/or occupancy of the premises, except that Tenant shall not be liable to Owner for that portion of the Claims resulting from the negligent acts or omissions or willful misconduct of Owner or its authorized representatives. Notwithstanding the foregoing, to the

furthest extent permitted by law, Owner shall not be liable for, and Tenant shall defend, indemnify, and hold Owner harmless from, any and all Claims made by the persons residing on the premises pursuant to subleases between Tenant and such persons, or made by the invitees of such persons.

14. LIABILITY INSURANCE: During the lease term, Tenant shall, at Tenant's own expense, maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in California, that will insure Tenant and Owner (and such other parties as are designated by Owner) against liability for injury to person and property and for each of any person or persons occurring in or about the premises. Each such policy shall be subject to approval by Owner as to form and as to insurance company. The liability coverage under such insurance shall have a minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) two million dollars ($2,000,000) for any one person injured or killed, a minimum per accident limit the greater of (i) the limit available on the policy, or (ii) two million dollars ($2,000,000), and a coverage limit for property damage the greater of (i) the limit available on the policy, or (ii) two million dollars ($2,000,000). Each policy shall be endorsed to name the Owner, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section, the "Owner") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. If, in the considered opinion of Owner's insurance advisor, the amount of such coverage is not adequate, Tenant shall increase the coverage to such amounts as Owner's advisor shall deem adequate. All coverage available under such policy to Tenant, as the named insured, shall also be available and applicable to the Owner, as the additional insured. All of Tenant's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the Owner, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Tenant's policy shall be primary insurance as respects the Owner, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the Owner, its officers, officials, employees, representatives and agents shall be in excess of the Tenant's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. To the extent that Tenant carries any excess insurance policy applicable to its occupancy of the premises, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the Owner before the Owner's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision. Tenant shall provide Owner with copies or certificates of all policies required by this Lease, including in each instance an endorsement providing that such insurance shall not be canceled except after thirty (30) days' notice to Owner.

15. OWNER'S AGENTS FOR APPROVAL: If at any time during the term of this Lease circumstances arise requiring Owner's approval hereunder, the then serving Plumas County Planning Director and/or the then serving Plumas County Building Director are hereby designated as agents of Owner to act on Owner's behalf with regard to any such approvals. Such agents may act together or individually.

16. DESTRUCTION: If at any time during the term of this lease, the premises shall

be damaged or destroyed by earthquake, fire or other casualty, Owner shall promptly repair the damage and restore and rebuild the premises, at Owner's expense, to the condition in which the premises existed immediately prior to the damage or destruction. There shall be no rent abatement or other offset to Tenant for any loss or cost incurred during the repair or restoration.

17. PERSONAL PROPERTY TAXES, ASSESSMENTS, ETC.: Tenant shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the lease term upon Tenant's personal property installed or located on the premises.

18. LEGAL COMPLIANCE: During the lease term, the Tenant agrees to comply with, and permit and allow no violation of any governmental (including municipal, county, district, state and federal) rule, regulation, ordinance or statute so far as the same pertains to or affects the premises, or the use and occupancy thereof.

18.1 Tenant shall not store, accumulate or dispose of any hazardous waste on the premises. All hazardous waste shall be removed from the premises in a timely fashion and disposed of in the manner required by law.

18.2 Tenant shall be responsible for the cost and procedures required to comply with the Americans with Disabilities Act (42 USC sections 12101-12213) made necessary by Tenant's occupancy and activity on the premises, including any alterations that may be necessary to ensure such compliance.

18.3 Tenant shall take all actions necessary to comply with all building codes and other applicable laws and regulations governing multi-student dormitories.

19. HAZARDOUS MATERIAL:

19.1 **Use of Hazardous Material:** Tenant shall not cause or permit any Hazardous Material, as defined in paragraph 19.4, to be generated, brought onto, used, stored, or disposed of in or about the premises by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard janitorial supplies containing chemicals categorized as Hazardous Material. Tenant shall:

19.1.1 Use, store, and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances, and regulations in effect during the Lease Term that relate to public health and safety and protection of the environment ("Environmental Laws"), including those Environmental Laws identified in section 19.4; and

19.1.2 Comply at all times during the Lease Term with all Environmental Laws.

19.2 **Notice of Release or Investigation:** If, during the Lease Term (including any extensions), Tenant becomes aware of (a) any actual or threatened release of

any Hazardous Material on, under, or about the premises or (b) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Material on, under, or about the premises, Tenant shall give Owner written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to Owner copies of any claims, notices of violation, reports, or other writings received by Tenant that concern the release or investigation.

19.3 **Indemnification:** Tenant shall, at Tenant's sole expense and with counsel reasonably acceptable to Owner, indemnify, defend, and hold harmless Owner and Owner's shareholders, directors, officers, employees, partners, affiliates, agents, successors, and assigns with respect to all losses arising out of or resulting from the release of any Hazardous Material in or about the premises, or the violation of any Environmental Law, by Tenant or Tenant's agents, assignees, sublessees, contractors, or invitees. This indemnification applies whether or not the concentrations of any such Hazardous Material is material, the concentrations exceed state or federal maximum contaminant or action levels, or any governmental agency has issued a cleanup order. This indemnification includes:

19.3.1 Losses attributable to diminution in the value of the Premises or the Building;

19.3.2 Loss or restriction of use of rentable space in the Building;

19.3.3 Adverse effect on the marketing of any space in the Building; and

19.3.4 All other liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation.

This indemnification shall survive the expiration or termination of this Lease.

19.4 **Remediation Obligations:** If the presence of any Hazardous Material brought onto the Premises by Tenant or Tenant's employees, agents, contractors, or invitees results in contamination of the premises, Tenant shall promptly take all necessary actions to remove or remediate such Hazardous Materials, whether or not they are present at concentrations exceeding state or federal maximum concentration or action levels, or any governmental agency has issued a cleanup order, at Tenant's sole expense, to return the Premises to the condition that existed before the introduction of such Hazardous Material. Tenant shall first obtain Owner's approval of the proposed removal or remedial action. This provision does not limit the indemnification obligation set forth in section 19.3.

19.5 **Definition of "Hazardous Material:"** As used in this paragraph 19, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or

waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

19.5.1 Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);

19.5.2 "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);

19.5.3 Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

19.5.4 Petroleum products;

19.5.5 Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

19.5.6 Asbestos in any form or condition; and

19.5.7 Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

20. DEFAULT: In the event that the Tenant defaults in the payment of any rental or rentals hereinabove provided for, or if the Tenant defaults in the performance of, or breaches any of the promises, covenants, terms, or conditions herein contained, and such breach or default is not cured or corrected within five (5) days after receipt of written notice thereof by the Owner to the Tenant, then the Owner may, at its option and election, in addition to any other remedy or remedies provided by law, cancel and terminate this Lease forthwith, without further notice or demand, and in such event, any and all rentals, prepaid rentals or security deposits shall be forthwith deemed forfeited by the Tenant to the Owner, and it shall be lawful for the Owner, its agents, attorneys or employees, to re-enter the premises without further notice to the Tenant and to remove the Tenant and all persons and property therefrom.

21. EFFECT OF HOLDING OVER: If Tenant should remain in possession of the premises after the expiration of the lease term or any renewal thereof and without executing a new lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all the conditions, provisions, and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

22. SURRENDER OF PREMISES: At the expiration of the term of this lease, or upon the earlier termination thereof for any reason, Tenant shall quit and surrender the premises, broom clean, in good condition and repair, reasonable wear and tear, and damage by act of God excepted, together with all alterations, additions and improvements that may have been made in, to or on the leased premises; provided, however, that the Tenant may remove all such goods and effects not the property of the Owner and in so removing such goods and effects Tenant shall repair any and all damage to the leased premises caused by said removal and restore the leased premises to their conditions prior to the installation thereof at Tenant's sole cost and expense prior to the end of the lease term. All property of Tenant remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Owner, and Tenant shall reimburse for the cost of such removal.

23. OPTION TO RENEW LEASE: At the expiration of the initial lease term, if this lease shall then be in full force and effect and the Tenant shall have fully performed all of its terms and conditions, Tenant shall have the option to renew this lease, upon the same terms and conditions, except for the provision for the basic rent set forth in paragraph 4 of this lease, for another term of one (1) year. The basic rental shall be subject to good faith negotiation between the parties at the time of the exercise of said option to renew, and shall be payable in the same manner as provided in paragraph 4 of this lease. Tenant shall exercise the option to renew this lease by notifying Owner in writing at least one-hundred twenty (120) days prior to the expiration of the initial lease term.

24. CONSTRUCTION OF COVENANTS: Each term and each provision of this lease performable by Tenant shall be construed to be both a covenant and a condition.

25. NO WAIVER: One or more waivers by Owner of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. Owner's consent or approval shall not be deemed to waive or render unnecessary Owner's consent to or approval of any subsequent or similar act by Tenant.

26. WAIVER: No delay or omission in the exercise of any right or remedy of Owner on any default by Tenant shall impair such a right or remedy or be construed as a waiver.

The receipt and acceptance by Owner of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Owner, including, without limitation, the acceptance of keys to the premises, shall constitute an acceptance of the surrender of the premises by Tenant before the expiration of the term. Only a notice from Owner to Tenant shall constitute acceptance of the surrender of the premise and accomplish a termination of the lease.

Owner's consent to or approval of any act by Tenant requiring Owner's consent or approval shall not be deemed to waive or render unnecessary Owner's consent to or approval of any such subsequent act by Tenant.

Any waiver by Owner of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

27. ATTORNEY'S FEES: Should either party commence any legal action or proceeding against the other based on this lease, the prevailing party shall be entitled to an award of attorney's fees.

28. NOTICES: All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Tenant:
Plumas County Museum Association
500 Jackson Street
Quincy, CA 95971
Attention: Director

To Owner:
County of Plumas
Department of Facility Services
198 Andy's Way
Quincy, CA 95971
Attention: Director

29. SUCCESSORS: The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and permitted assigns of all the parties hereto.

30. TIME OF ESSENCE: Time is made expressly of the essence of this lease and each and every provision hereof.

[Continued on Following Page]

31. SB 1186 NOTICE: As of the date of this Lease, the premises have not been inspected by a Certified Access Specialist.

32. SIGNATURES AND DATES:

Dated: August 6, 2024

TENANT:

PLUMAS COUNTY MUSEUM ASSOCIATION, a nonprofit California Corporation

By: _____
Name: Al Klem
Title: Chair, Board of Trustees

OWNER:

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

By: _____
Greg Hagwood
Chair, Board of Supervisors

Approved as to form and legal effect:

Plumas County Counsel

By: _____
Sara James
Deputy County Counsel

Exhibit A

The Lawry House Project

Basis for a Memorandum of Understanding (MOU) between the Lawry House Project Group (LHPG) and the Plumas County Museum Association (PCMA)

1. **Introductions**: Board members:

Greg Hagwood ~

Pete Hentschel - Quincy resident, retired attorney, member Board of Trustees, Plumas County Museum Association, Managing Trustee, Plumas County Law Library, member Quincy Design Review Committee

Karen Kleven ~ Chairperson, Feather River Tourism Association & Quincy Resident.

John Kolb ~ Retired PC Public Works, member Quincy & Greenville Streetscape Committees, Past President Quincy CofC, former Board member EQSD and AVCSD, 47 yr. member PCSAR, President QCUMC Council, Chair, Plumas Corporation Board.

Chris Murray ~ Downtown Quincy resident, building designer and contractor

Suzanne Schramel-Stirling ~ Quincy resident, PUSD educator and community advocate

Johnny Walker ~ Quincy resident, Plumas County Museum Association employee

2. **Project Vision**: A visible and centrally located Community and Visitor's Center with a public restroom facility in downtown Quincy. There is potential for the Quincy Chamber of Commerce to utilize (rent) office space, as well as to include a community/educational meeting room. This will require a multi-phased blend of community-supported and grant-funded restoration/renovation of the historic Lawry Home and surrounding landscape.

    a. Phase 1 Goal: Construction of ADA compliant public restrooms on the site of the existing garage (see photo 1). Construction will reflect the historical time period of Lawry House per the *Plumas County Design Review Committee* guidelines

    b. Phase 2 Goal: Renovation and restoration to the downstairs of the Lawry House incorporating existing architectural and period details in order to meet goals that align with the Community Action Plan (RERC) for a public Visitor's Center. Potential options include a public meeting room, a

Chamber of Commerce Office, an artist-in-residence display area or a rotating Plumas County Museum special exhibit room, and a functional kitchen as well as storage for the PUSD Living History program. Renovations will reflect period interiors, appointments, and furniture to the fullest extent possible. Yard and landscape enhancements are envisioned to provide public gathering places for community events, meetings, receptions etc. (Income potential)

3. **Process:**

   a. Pursuit of phase 1-public restrooms. (Handout and review John Kolb's preliminary sketch.)

   b. Agreement with Plumas County Museum Association (PCMA) to act as a standing sub-committee/temporary 501c(3) for the Lawry House Project Group (LHPG)

   c. LHPG agrees to operate independently of the PCMA both financially and in staffing.

   d. LHPG would be represented during PCMA meetings and supply regular progress reports.

   e. It is the goal of the LHPG to eventually move out from under the PCMA non-profit umbrella and attain its own non-profit entity.

   f. Plumas County Board of Supervisors (BOS) conceptual review (March 2023).

   g. Application for a demolition permit to remove existing garage upon final approval of restroom project by the BOS.

   h. Begin grant funding application process.

4. **Agreement with County of Plumas:** There will be an agreement with Plumas County such that:

   a. By way of lease or Memo of Understanding (MOU) the PCMA would have operational control of the property and County approval to proceed with the restoration plan.

b. The initial agreement would be for a minimum of 10 years and would be renewable in 10 year increments by mutual agreement.

c. Upon successful acquisition of funding for the Lawry House Project, PCMA (and thus LHPG) would agree to certain performance milestones.

d. In the event of a failure to meet one or more of those milestones in a timely manner, County will issue a notification giving PCMA/LHPG 12 months to resolve such failure(s).

e. The lease/MOU would terminate if the resolution of said failure to County's satisfaction does not occur in the 12 month period following such notification.

5. **Budget and Finances:**

a. No budgeting or estimating work has begun, however a rough estimate on the first phase (restrooms,) could be in the range of $400,000, including demolition and disposal of existing garage, utility connections and landscaping.

b. It is understood that the LHPG would set up and operate its own books independent of the PCMA with a local accounting firm. . A method to transfer funds from the PCMA to the LHPG will need to be established for donations to the PCMA that are targeted for the Lawry House Project.

c. It is also understood that Plumas County will retain ownership of the Lawry House parcel and any improvements thereon, and shall extend its maintenance responsibilities to the property, including the new restrooms.

6. **Potential Grant Funding:**

a. USDA Community Facilities Direct Loan & Grant

b. T-Mobile Hometown Grants

c. Sierra Pacific Foundation-Growing Healthy Communities

d. AARP Community Challenge Grants

e. Bread for the Journey Feather River (micro grants)

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

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

FROM:

MEETING DATE: **August 6, 2024**

SUBJECT: **County Administrative Officer's Report**

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

1. CAO 7 Report July 2024

PLUMAS COUNTY
CALIFORNIA Administrative Officer

TO: **Honorable Chair and Board Supervisors**

FROM: **Debra Lucero, CAO**

MEETING DATE: **August 6, 2024**

SUBJECT: CAO Report 7/1/24 – 7/31/24

BUDGET PROCESS

Departments to report to Auditor-Controller on any outstanding expenses/revenues so the Auditor-Controller can provide updated estimated Fund Balances to Budget Officer:
DEADLINE: Thursday, August 15

Supplemental Budget with updated Fund Balances made available to the public:
DEADLINE: Friday, September 6 (Must be made public by Sept. 8)

The final Supplemental Budget will be adopted:
DEADLINE: Tuesday, Oct. 1 at a Regular Meeting (Must be adopted by Oct. 2)

GRANTS MANAGER

- Weekly meetings with OpenGov to work on Budget
- End-of-year financials - cleaning up and organizing
- Continued discussion around Greenville Rebuild: Town Hall, Library, Community Center, fund discussion, needs assessment
- Working on fund and time extension with one of our OHV/Sierra Buttes Trail Stewardship projects

RISK MANAGEMENT

7/3 – EMCC
7/10 – VOAD Meeting
7/10 – Firewise Lead Meeting
7/11 – Fire Safe Board Meeting
7/12 – PG&E Summer Briefing
7/16 – Report to BOS regarding 4683 – Hazard Mitigation
7/17 – MARAC
7/18 – Cal OES assistance with Dixie Donations
7/22 – Mill Fire Starts – EOC Activated
7/23 – Mill & Smith Fire "Gold Complex"
7/24 – Gold Complex

7/25 – Gold Complex
7/26 – Gold Complex
7/27 – Plumas EOC Team Briefing re: Monitoring Gold Complex and Park Fire
7/28 – Monitoring Gold Complex and Park Fire
7/29 – Plumas EOC Team Briefing re: Monitoring Gold Complex and Park Fire
7/29 – Park Fire Briefing
7/30 – Cooperator Meeting – Park Fire
7/31 – Cooperator Meeting – Park Fire
7/31 – Plumas EOC Team Briefing
CPR and First aid training
Workplace violence training
Vector Solutions system updating

CAL-OES UPDATE

7/2 – Listos California Summer Safety Briefing
7/2 - Cal OES PIO call
7/3 – EMCC
7/10 – VOAD Meeting
7/10 – Firewise Lead Meeting
7/11 – Fire Safe Board Meeting
7/12 – PG&E Summer Briefing
7/15 – CSTI G611F-OLC & G611M-OLC Training
7/16 – Report to BOS regarding 4683 – Hazard Mitigation
7/16 – Drought planning meeting
7/17 – MARAC
7/17 – LEPC
7/18 – Cal OES assistance with Dixie Donations
7/22 – Mill Fire Starts – EOC Activated
7/23 – RTM DR4699 call
7/23 – Mill & Smith Fire “Gold Complex”
7/24 – Gold Complex
7/25 – Gold Complex
7/26 – Gold Complex
7/27 – Plumas EOC Team Briefing re: Monitoring Gold Complex and Park Fire
7/28 – Monitoring Gold Complex and Park Fire
7/29 – Plumas EOC Team Briefing re: Monitoring Gold Complex and Park Fire
7/29 – Park Fire Briefing
7/29 – OA Manager’s Meeting
7/30 – Cooperator Meeting – Park Fire
7/31 – Cooperator Meeting – Park Fire
7/31 – Plumas EOC Team Briefing

OTHER CAO MEETINGS/ACTIVITIES

7/1 – OpenGov Meeting – Longevity Pay
7/1 – OpenGov Meeting – Budget BooK
7/1 – Social Services Meeting with HR
7/2 – BOS Meeting
7/2 – Debt Bond Committee Meeting
7/3 – Engie Energy Lease Finance Meeting

7/3 – County Counsel, Social Services Recruitment Meeting w/MRG
7/8 – OpenGov Weekly Update Meeting
7/9 – BOS Meeting
7/10 – ClientFirst Staffing Resources Meeting
7/10 – Staff Meeting re: professional services, litigation line items in CAO/General Services
7/10 – FRTA Meeting with Sharon Roberts
7/10 – OpenGov Workforce Plan meeting
7/10 – Social Services Meeting
7/11 – MRG Weekly Check-In
7/11 – OpenGov Template Configuration
7/11 – DFC Collaborative Leadership Recovery Meeting
7/11 – OpenGov Workforce Plan Validation
7/15 – OpenGov Weekly Update Meeting
7/15 – Lunch with Don Ashton/James Gandley – Feasibility Study
7/15 – HHS Feasibility Study with BH, SS, PH, EH
7/15 – Human Resources/MRG Weekly Check-In
7/16 – BOS Meeting
7/16 – ClientFirst Payroll Processig Assessment
7/17 – ClientFirst Weekly Status Meeting
7/17 – Library Meeting with HR
7/18 – MRG Weekly Check-In
7/18 – Timecards Review/Training HR, Auditor-Controller Social Services
7/18 – OpenGov Budget Book Page Validation Meeting
7/18 – Fall Bond Sale Meeting (Jail)
7/22 – Mills Fire starts – EOC and Sheltering Put in Place
7/23 – Greenville Town Hall/Library/Community Center Rebuild with IVSD, DFG
7/23 – HR Meeting
7/24 – CLA Check-In
7/24 – Plumas/Liberty Energy Liaison meeting
7/24 – VOAD Meeting with Marty Walters and professionals throughout the state
7/25 – Special BOS Meeting for Mills Fire Declaration
7/25 – ClientFirst Educational Workshop: Auxiliary Code and Job Class Master Review
7/25 – Employee Appreciation Dinner at the Fair
7/26 – Human Resources Meeting Assessor's Office
7/26 – VIP Tour/Dinner with Fair Board
7/29 – OpenGov Weekly Update Meeting
7/29 – OpenGov Budget Book Configuration
7/29 – ClientFirst Educational Workshop: Position Control
7/29 – California Go-Biz meeting about tax credits for businesses
7/29 – Mercer-Fraser Company Pre-App Meeting
7/30 – BOS Agenda Review
7/30 – CDBG Core Economic Development Meeting
7/30 – NEW Library Concept for Greenville
7/30 – Emergency Ordinances No. 21-1139 and No. 22-1146 and Surplus Land Act w/Planning
7/31 – CLA Check-In and next scope of services meeting
7/31 – FRTA Meeting about Air B&B contract
7/31 – Meeting with Auditor-Controller, Treasurer-Tax Collector, Assessor and two board members
7/31 – Meeting with Social Services regarding internal management

TRANSIENT OCCUPANCY TAX (TOT) REPORT
Granicus generated the following reports:
July 2, 2024 so it can be compared to this month's August 2, 2024 report.

JULY 2, 2024

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on July 2, 2024.

459
Properties in or near Plumas County, CA

371
Properties in or near Plumas County, CA with address identified

184
Compliant Short Term Rentals

180
Non-compliant properties

95
Properties with unknown compliance

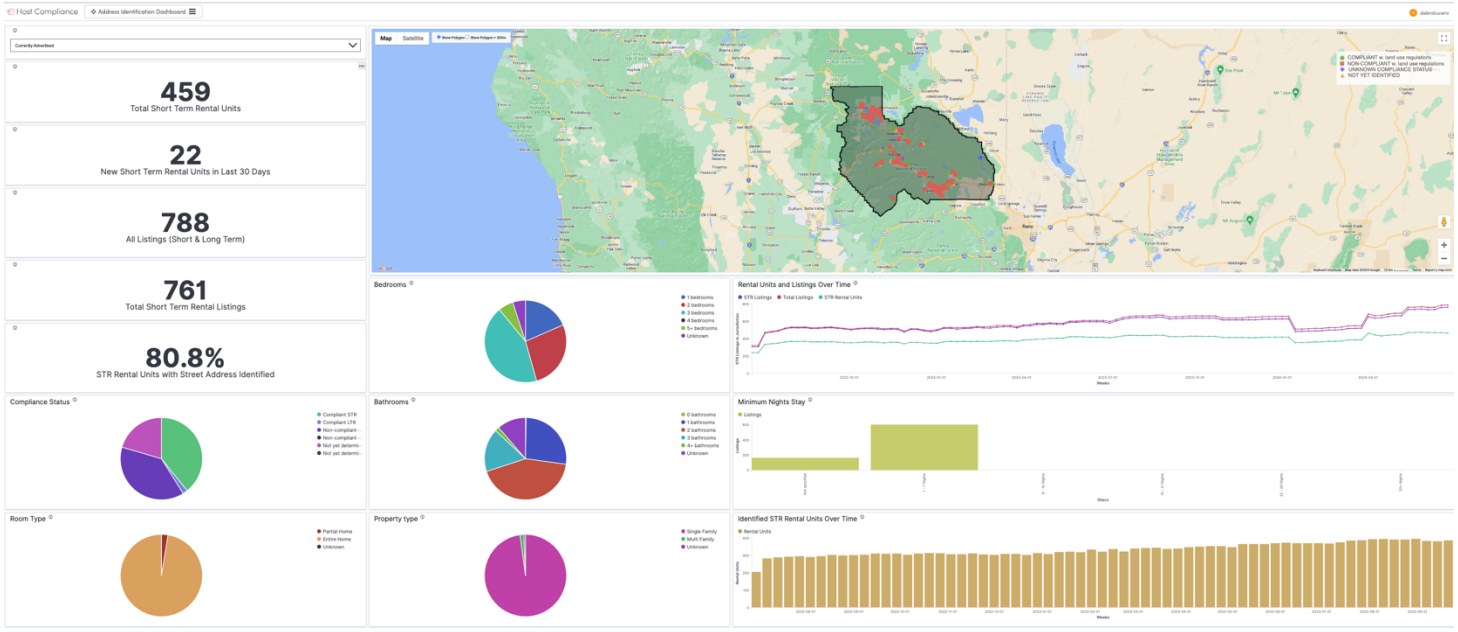
211
Properties that have received letters since first mailing

108
Properties that have received letters and are now compliant

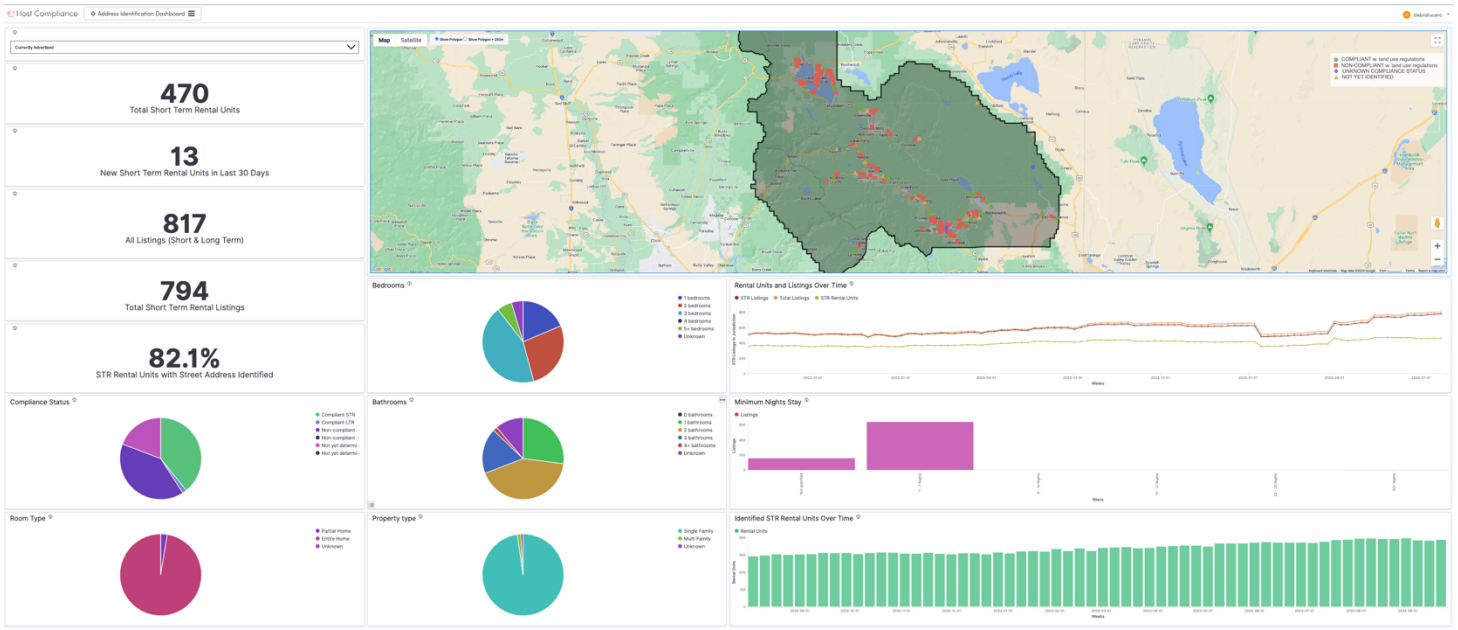
103
Properties that have received letters but are still non-compliant

AUGUST 2, 2024 (not available – will report next month)

JULY 2, 2024



AUGUST 2024



PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize supplemental budget transfers for a total of $428,000 from fund balance of fund 0026 LATCF (one-time funds) to CAO Professional Services (2003052-521900) to cover allocated but, un-budgeted CLA costs; $49,312.15 is for FY23 and 378,687.85 is for FY24; approved by Auditor/Controller; discussion and possible action. Four/Fifths roll call vote**

Recommendation:
Approve and authorize supplemental budget transfers for a total of $428,000 from fund balance of fund 0026 LATCF (one-time funds) to CAO Professional Services (2003052-521900) to cover allocated but, un-budgeted CLA costs; $49,312.15 is for FY23 and 378,687.85 is for FY24; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:
Plumas County has been engaged with CliftonLarsonAllen LLP for their financial services however their contract did not make it into the budget. Funds have been approved to be paid out of LATCF (fund 0026) however the money was never transferred. This request will rectify that, and, therefore, not be paid out of General Gund. These funds should be applied to the CAO's Professional Services account in the amounts of $49,312.15 (FY 23) and $378,687.85 (FY24). Auditor-Controller recommended this pathway for ensuring funds are applied to the appropriate accounts.

Action:

Approve and authorize supplemental budget transfers for a total of $428,000 from fund balance of fund 0026 LATCF (one-time funds) to CAO Professional Services (2003052-521900) to cover allocated but, un-budgeted CLA costs; $49,312.15 is for FY23 and 378,687.85 is for FY24; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

No fiscal impact to general fund if approved. If not approved, $428,000.

Attachments:
1. CAO-LATCF $49,312.15
2. CAO-Transfer In $49,312.15
3. CAO-LATCF $378,687.85
4. CAO-Transfer In $378,687.85

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: CAO/LATCF Dept. No: 20030/0026 Date 7/19/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0026	Use Fund Balance			49,312.15
			Total (must equal transfer to total)	49,312.15

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	2003048	48000	CAO Transfer - In	49,312.15
			Total (must equal transfer to total)	49,312.15

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Funds were not moved when board made decision in FY23

B) there are sufficient funds since they haven't been used

C) already late

D) mistake

Approved by Department Signing Authority: Della Rucco

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Marla Ulrich

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: CAO Dept. No: 20030 Date 7/22/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	2003048	48000 ✓	CAO Transfer - In	49,312.15
			Total (must equal transfer to total)	49,312.15

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	2003052	521900	Professional Services	49,312.15
			Total (must equal transfer to total)	49,312.15

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Funds were not transfered even though approved

B) There are sufficient funds since they haven't been used but were earmarked for this project

C) already late

D) mistake

Approved by Department Signing Authority: Della Lucero

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Martee Mischa

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: CAO/LATCF Dept. No: 20030/0026 Date 7/19/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0026	Use Fund Balance			378,687.85
			Total (must equal transfer to total)	378,687.85

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	2003048	48000	CAO Transfer - in	378,687.85
			Total (must equal transfer to total)	378,687.85

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Funds were not transfered even though approved prior to FY 24 Budget

B) there are sufficient funds since they haven't been used

C) already late

D) mistake

Approved by Department Signing Authority: Delia Lucero

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Marlene Uhrhammer

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: CAO Dept. No: 20030 Date 7/22/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	2003048	48000	CAO Transfer - In	378,687.85
			Total (must equal transfer to total)	378,687.85

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

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	2003052	521900	Professional Services	378,687.85
			Total (must equal transfer to total)	378,687.85

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Funds were not transfered even though approved prior to FY24

B) There are sufficient funds since they haven't been used but were earmarked for this project

C) already late

D) mistake

Approved by Department Signing Authority: Debra Lucero

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Marlea Hich

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County CAO Administration and Clifton Larson & Allen LLC; effective August 6, 2024; not to exceed $150,000; (General Fund Impact) as approved in (FY24/25) recommended budget (2003052 / 521900); approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County CAO Administration and Clifton Larson & Allen LLC; effective August 6, 2024; not to exceed $150,000; (General Fund Impact) as approved in (FY24/25) recommended budget (2003052 / 521900); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
Clifton, Larson & Allen LLC has been assisting Plumas County since May of 2023 with a variety of fiscal processes in the Treasurer-Tax Collector's and Auditor-Controller's offices and budgeting with the CAO and Auditor-Controller. For the past two budget cycles, CLA has assisted in transitioning our processes and recommending new processes since both were quite different from one another and for FY25-26, we will transition to OpenGov for budgeting. We are currently in this process and expect completion by Nov. 1, 2024.

Former Budgeting Practice: In FY23-24, the County had the benefit of the HR Director who provided departments with numbers related to personnel.
During FY24-25, we did not have the same access to the HR Director who was the only one who could run the legacy software report (the system past its prime and that we're retiring) and subsequent excel spreadsheets to determine personnel costs per department. Additionally, it was learned (after training for and creating a step-by-step process for Munis) that we could not run certain budget reports due to the fact too many fiscal years were open simultaneously. This occurs as a result of being behind in closing the annual books - something the County has experienced for the past several years due to turnover in the Auditor-Controller's office. As a result, County Administration began to research budgeting tools outside of Munis but a tool that was able to tie-in and utlize our financial software program. Also needed was the ability to create a budget book for better online transparency for the public.

The $150,000 request is until a fiscal officer can be hired within the CAO's office which does not have any dedicated administrative staff. This is essential since the CAO is tasked with planning, organizing and providing administrative direction and oversight for all County functions and activities; provides policy guidance and program evaluation to the Board of Supervisors and management staff; encourages and facilitates provision of services to County residents and businesses; fosters cooperative working relationships with State and local intergovernmental and regulatory agencies and various public and private groups; pursues appropriate avenues of economic and community development; and performs related work as required. This is in addition to the primary function of overseeing the preparation, adoption, and administration of the County budget. The position is also vested with the authority and titles of County Budgetary Officer, County Safety Officer, and County Purchasing Agent. While it is recognized that Plumas County has been without a CAO for a decade or more, this position will fail without the assistance of a financial officer as there is no accountant on staff currently. This is not a requirement or function of the CAO's office which must rely on

the elected offices of the Treasurer-Tax Collector, the Auditor-Controller and the Assessor's offices for finance-related documents and activities that contribute to the overall budgetary picture.

CLA and the Plumas Grand Jury have recommended the following: 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.

The recommendation from the Grand Jury recommends the Board of Supervisors follow " ... the recommendations from CLA including the hiring of a fiscal officer or administrative assistant to assist the CAO's office by October 1, 2024." The CAO would prefer a fiscal officer position because budgeting is a year-round process and closer attention to the process will help keep the County finances in order.

Under the current contract, CLA will assist with the following project areas as time permits under the direction of the CAO:

- Facilitate the data gathering process for drafting the operational budget using County templates and inputs from management for any financial or cash related decisions. All key budgetary inputs, assumptions, and decisions will be reviewed and approved by management. Develop budgetary process improvements and recommendations in connection with project work performed.
- Assist with data migration and process design for transition of certain budgeting related processes and schedules into the County's newly purchased software, OpenGov.
- Assist with additional budget or finance related projects and process improvements, as requested and mutually agreed upon in writing.

As of the Recommended Budget adoption, cash reconciliation between the Treasurer-Tax Collector's and the Auditor-Controller's offices was behind two months in 2023 and eight months of 2024. This budget item could also assist in catching up cash reconciliation for these two departments so we are not further behind in this process, putting us further behind for our annual audit.

Action:

Approve and authorize Chair to sign an agreement between Plumas County CAO Administration and accounting firm CLA; effective August 6, 2024; not to exceed $150,000; (General Fund Impact) as approved in recommended (FY24/25) budget (2003052 / 521900); approved as to form by County Counsel.

Fiscal Impact:

As approved in the recommended FY 24/25 budget.

Attachments:

1. 3579 FINAL

Outsourcing Statement of Work

Date: July 23, 2024

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and County of Plumas ("you" and "your") dated March 3, 2023, or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

This SOW supersedes the SOW between County of Plumas and CliftonLarsonAllen LLP (CLA) for outsourcing services dated March 3, 2023, as well as the amendments dated June 28, 2023, October 10, 2023, and April 16, 2024.

1. **Scope of professional services**
   CLA will assist with the following project areas as time permits under the direction of the County Administrative Officer:

   - Facilitate the data gathering process for drafting the operational budget using County templates and inputs from management for any financial or cash related decisions. All key budgetary inputs, assumptions, and decisions will be reviewed and approved by management. Develop budgetary process improvements and recommendations in connection with project work performed.

   - Assist with data migration and process design for transition of certain budgeting related processes and schedules into the County's newly purchased software, OpenGov.

   - Assist with additional budget or finance related projects and process improvements, as requested and mutually agreed upon in writing.

2. **Engagement limitations and responsibilities**
   We cannot be recognized or act in the capacity of your chief financial officer or controller. For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Your management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

We will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made to us by you.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

3. Schedule

We expect that your needs will require approximately 20-40 hours of services per week starting in August of 2024. As the engagement progresses, we will update time estimates and engage you in conversation about the project status. If possible, we request a two-week advance notice of your intent to release the consultant back to CLA to ensure adequate time to re-schedule the consultant to another engagement.

4. Fees

The professional fees for services rendered for the scope of services described in this SOW will be billed at a rate of $185.00 per hour for actual time spent. We will also add a technology and client support fee of five percent (5%) of all professional fees billed.

Fees for travel time will be billed at the normal hourly rate. We will also bill you in arrears for reimbursement of any out-of-pocket travel expenses incurred (e.g., hotel, airfare, meals as actual or per diem, etc.) on a pass-through basis.

Should the duration of this engagement go beyond 6 months or the scope of services change, CLA retains the right to discuss an hourly rate adjustment.

Fees, plus applicable state and local taxes, will be billed twice per month in arrears, due upon receipt.

The total amount under this Statement of Work shall not exceed One Hundred Fifty Thousand and No/100 Dollars ($150,000) for services incurred during the County's fiscal year ending June 30, 2025.

5. **Consultant**

Heather Lyons is responsible for the services identified in this agreement. An Engagement Director will be assigned based on the project needs and designation of the project start date. Additional consultants will be assigned as needed.

6. **Non-Solicitation**

You agree that during the term and for a period of one year after the expiration or termination date of the MSA, you will not solicit, hire, contract with, or engage the services of any person providing services to you on behalf of CLA without the prior written consent of CLA. If you breach this non-solicitation provision, you shall pay $125,000.00 to CLA as liquidated damages within two weeks of the date on which the former CLA employee or consultant begins his or her new employment with you.

7. **Indemnity**

For the services described in this SOW, you agree to indemnify and hold harmless CLA, its successors and affiliates, officers, employees, and agents from any claims brought or asserted by any other person, third party, or governmental body for any loss, damages, liabilities, remedies, or cause of action, and from any reasonable expenses incurred in defending against any such claims or actions (including attorney fees) arising from or relating to the services performed by any CLA party.

8. **Termination of SOW**

Either party (you or CLA) may terminate this particular SOW at any time by giving 30 days written notice to the other party. Upon termination of this particular SOW, the provisions of this SOW and the existing MSA shall continue to apply to all services rendered prior to termination.

9. **Agreement**

We appreciate the opportunity to provide the services described in this SOW under the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

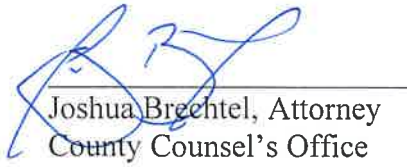
CliftonLarsonAllen LLP
Heather Lyons
Client Relationship Leader
916-266-8448
heather.lyons@claconnect.com

Response

This SOW correctly sets forth the understanding of County of Plumas and is accepted by:

CLA	**Client**
CliftonLarsonAllen LLP	County of Plumas
Heather Lyons, Client Relationship Leader	Greg Hagwood, Chair: Board of Supervisors County of Plumas
	Allen Hiskey, Clerk of Board County of Plumas

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Approve and authorize supplemental budget transfer of $277,787.00 from Fund Balance to 2003052/521900 CAO Professional Services to correct the non-transfer of Fund Balance to CAO Professional Services on February 20, 2024, when the Board appropriated the OPENGOV contract; approved by Auditor/Controller; discussion and possible action. Four/Fifths roll call vote**

Recommendation:
Approve and authorize supplemental budget transfer of $277,787.00 from Fund Balance to 2003052/521900 CAO Professional Services to correct the non-transfer of Fund Balance to CAO Professional Services on February 20, 2024, when the Board appropriated the OPENGOV contract; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:
When the Board appropriated the OPENGOV contract funds, a Supplemental Budget Transfer was never completed. This request will correct this error.

Action:

Approve and authorize supplemental budget transfer of $277,787.00 from Fund Balance to 2003052/521900 CAO Professional Services to correct the non-transfer of Fund Balance to CAO Professional Services on February 20, 2024, when the Board appropriated the OPENGOV contract; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

General Fund Impact of $277,787.00

Attachments:
1. Supplemental BT $277,787.00

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: County Administrative Office Dept. No: 20030 Date 8/6/2024

The reason for this request is (check one):

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

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001 ✓			General Fund Balance	277,787.00
			Total (must equal transfer to total)	277,787.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	2003052 ✓	521900	CAO Professional Services	277,787.00
			Total (must equal transfer to total)	277,787.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Correct the non-transfer of Fund Balance to CAO Professional Services on February 20, 2024, when the Board appropriated the OPENGOV contract

B) _____

C) Request to use fund balance

D) _____

Approved by Department Signing Authority: Delia Lucero

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Marbella Ruiz

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 10, 2024; discussion and possible action.**

Recommendation:
Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 10, 2024; discussion and possible action.

Background and Discussion:
Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 10, 2024; discussion and possible action.

Action:

Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 10, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. RE8B0D~1

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction. or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

WHEREAS, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

WHEREAS, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

WHEREAS, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

WHEREAS, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS
BY PLUMAS COUNTY HEALTH OFFICER
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

WHEREAS, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

WHEREAS, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

WHEREAS, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

WHEREAS, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

WHEREAS, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

WHEREAS, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

WHEREAS, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

WHEREAS, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

WHEREAS, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

WHEREAS, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

WHEREAS, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

WHEREAS, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addresses and managed; and

WHEREAS, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

WHEREAS, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

WHEREAS, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

WHEREAS, the Health Officer hereby finds that:

(a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and

(b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

(c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

NOW, THEREFORE, IT IS DECLARED that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

NOW, THEREFORE, BE IT RESOLOVED the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm a.m./p.m. of the 26th day of July, 2021.

7/26/21
Date

Mark Satterfield, M.D.
Health Officer
County of Plumas

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**August 6, 2024**
SUBJECT:	**Appoint Courtney Schrammel and Melissa Smith for membership to a two-year term on the First 5 Plumas County Children & Families Commission; discussion and possible action.**

Recommendation:
Appoint Courtney Schrammel and Melissa Smith for membership to a two-year term on the First 5 Plumas County Children & Families Commission; discussion and possible action.

Background and Discussion:
As the Board may recall, Proposition 10, the Children and Families First Act, was approved by California voters in 1998 to promote and improve the early development of children from prenatal to five years of age. In accordance with Plumas County Ordinance No. 98-908, all memberships on the First 5 Plumas County Children and Families Commission must be appointed by the Board of Supervisors. There is no direct financial impact but Commissioners do approve First 5 Plumas budget, contracts, and Commission membership.

Action:

Appoint Courtney Schrammel and Melissa Smith for membership to a two-year term on the First 5 Plumas County Children & Families Commission; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:
1. First 5

FIRST 5 PLUMAS
Plumas County Children and Families Commission

DATE: July 10, 2024

TO: The Honorable Board of Supervisors

FROM: Pamela Becwar, First 5 Plumas, Executive Director

RE: **Board of Supervisors Consent Agenda Item:**
Appointment of members to a two-year term on the First 5 Plumas County Children & Families Commission

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RECOMMENDTION:

Appoint Courtney Schrammel and Melissa Smith to two-year membership terms (2024 - 2026) on the First 5 Plumas County Children & Families Commission.

BACKGROUND and DISCUSSION:
As the Board may recall, Proposition 10, the Children and Families First Act, was approved by California voters in 1998 to promote and improve the early development of children from prenatal to five years of age. In accordance with Plumas County Ordinance No. 98 908, all memberships on the First 5 Plumas County Children and Families Commission must be appointed by the Board of Supervisors. There is no direct financial impact but Commissioners do approve First 5 Plumas budget, contracts, and Commission membership.

At this time the Board of Supervisors is asked to accept the recommendation of First 5 Plumas and appoint Courtney Schrammel and Melissa Smith for membership on the Commission. Commissioners Neal Caiazzo and KellyAnn Bonnell have resigned their positions. The Commission's current Membership Matrix is attached for review, which the Board last updated on June 24, 2024.

Please contact me if you have any questions.

Thank you.

Pamela Becwar

270 Hospital Road, Suite 206 Quincy, CA 95971 Telephone: 503 924-9140
Email: first5plumas@gmail.com

First 5 Plumas County Children and Families Commission

Membership Matrix (Revised 6/24/2024)

Name	Member Designation	Geographic Area	Representation	Diverse Populations	Term Expires	Office Title	Office Expires
James Wilson	At-Large	County-wide			6-2025		
[1] Dwight Ceresola	County BOS Representative	County-wide	LG: Local Government		3-2025	**Vice Chair**	**5-2025**
Kendrah Fredricksen	At-Large	Quincy			5-2025	**Chair**	**5-2025**
VACANT							
[1]Dana Krinsky	Interim County Health Dept. Director	County-wide	H: Healthy Children	Low-income Children & Families	10-2025		
Courtney Schrammel	At-Large	Quincy	Parents	Children with Sp. Needs and Disabilities	6-2026		
VACANT							
Brenda Poteete	At-Large ECE	County-wide	Early Childhood Education	Low-income children and families	5-2026	**Treasurer**	**5-2025**
[1] Melissa Smith	Social Services CPS Supervisor	County-wide	SF: Strong Families	Child and Families at-risk	6-2026		

[1]Members mandated by Proposition 10 Legislation

H: Healthy Children
ECE: Early Childhood Education
LG: Local Government
SF: Strong Families

Note: Commissioners serve two-year terms and may be appointed to unlimited subsequent terms

BOARD AGENDA REQUEST FORM

Department: First 5 Plumas

Authorized Signature: _____

Board Meeting Date: 7/16/24

Request for _____ minutes for presentation
(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: ☑ Yes ☐ No

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Appointment of members, Courtney Schrammel and Melissa Smith, to two-year terms on the First 5 Plumas County Children & Families Commission

B.

C.

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

Approval of membership by First 5 Plumas County Children & Families Commission

If another department or the CAO is opposed to an agenda item, please indicate the objection:

Attached Documents:

Contracts/Agreements:
Three copies? (Y☐ /N☐)
Signed? (Y☐ N☐)

Budget Transfers Sheets:
Signed? (Y☐ N☐)

Other: Memorandum

Publication:

☐ Clerk to publish on _____. ☐ Notice attached and e-mailed to Clerk.

☐ Notice to be published ____ days prior to the hearing. _____
(if a specific newspaper is required, enter name here.)

☐ Dept. published on _____ (Per Code §_____). ☐ Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: ☑ No: ☐ Not Applicable: ☐

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.