



**Board of Supervisors**

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

**AGENDA FOR REGULAR MEETING  
JANUARY 14, 2025 TO BE HELD AT 10:00 AM  
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

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

**AGENDA**

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

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

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

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

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



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

## **Live Stream of Meeting**

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

## **ZOOM Participation**

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

## **PUBLIC COMMENT OPPORTUNITY**

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

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

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

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Hearing Officers; effective February 1, 2025; not to exceed \$50,000.00; (No General Fund Impact) Combination of state and federal funds; approved as to form by County Counsel.

#### **B. PUBLIC WORKS/ROAD**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Brown's Gas Company, a subsidiary of Ferrellgas LP; effective January 1, 2025; not to exceed \$15,000; No General Fund Impact; Road Budget; approved as to form by County Counsel.

- 2) Approve and authorize Chair to sign Amendment No. 5 to agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to update the Caltrans plans and specifications to the new 2024 standards for the Snake Lake Road Bridge Replacement Project; No General Fund Impact; approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign Task Order No. 3 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to perform environmental services including a site visit, providing supplemental archaeological information, technical assistance and further coordination with Caltrans for the Graeagle-Johnsville Road Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.

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

- 1) Approve and authorize Chair to sign amendment no.1 to agreement between Plumas County Public Health Agency and David Asmuth, M.D. because of an increase in the compensation amount from \$5,000 to \$7,000; (No General Fund Impact) (Part C); approved as to form by County Counsel.

#### **D. BOARD OF SUPERVISORS**

- 1) Authorize Chair to sign a Letter of Support for the Argentine Rock Fire Lookout repair effort.
- 2) Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on February 11, 2025; discussion and possible action.
- 3) 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 February 11, 2025; discussion and possible action.
- 4) 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 March 11, 2025; discussion and possible action.

### **2. DEPARTMENTAL MATTERS**

#### **A. TREASURER-TAX COLLECTOR - Julie White**

- 1) Authorize the Eastern Plumas Fire Protection District to withdraw funds of approximately \$130,230 from the County Treasury due to the annexation to the Beckwourth Peak Fire Protection District and determine a mutually acceptable date of withdraw per Government Code Section 61053 (d); discussion and possible action.

#### **B. SHERIFF'S OFFICE – Todd Johns**

- 1) Adopt **RESOLUTION** Approving and Ratifying the side letter to the Memorandum of Understanding between the County of Plumas and the Plumas County Sheriff's Employees Association Sheriff's Department Unit; (General Fund Impact) as approved in FY 24/25 recommended budget (7033052/51000); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

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

- A. County Administrative Officer's Report
- B. Approve and authorize supplemental budget transfer of \$68,836.70 from CPUC Local Agency - LATA Grant (revenue) 2003044-44036 to CPUC Local Agency - LATA Grant (expenditure) 2003052-521335 to cover the unbudgeted costs associated with the contract; approved by Auditor/Controller; Discussion and possible action. **Four/Fifths roll call vote**

**4. BOARD OF SUPERVISORS**

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

**5. CLOSED SESSION**

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

- A. Personnel: Public Employee Performance Evaluation: Building Director
- B. Conference with Labor Negotiators Pursuant to Government Code section 54957.6  
Agency designated representative: HR Acting Director or designee  
Unrepresented employee: Building Director
- C. Personnel: Public Employee Performance Evaluation: Agricultural Commissioner
- D. Conference with Labor Negotiators Pursuant to Government Code section 54957.6  
Agency designated representative: HR Acting Director or designee  
Unrepresented employee: Agricultural Commissioner
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9

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

**6. ADJOURNMENT**

Adjourned meeting to Tuesday, January 21, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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

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

**MEETING DATE:** January 14, 2025

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Hearing Officers; effective February 1, 2025; not to exceed \$50,000.00; (No General Fund Impact) Combination of state and federal funds; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Hearing Officers; effective February 1, 2025; not to exceed \$50,000.00; (No General Fund Impact) Combination of state and federal funds; approved as to form by County Counsel.

**Background and Discussion:**

The contractor shall provide certification review hearings for psychiatric patients involuntarily detained at any Plumas County Hospital and provide written findings to Behavioral Health as to whether probable cause exists to continue to detain a patient.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Hearing Officers; effective February 1, 2025; not to exceed \$50,000.00; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund Impact Combination of state and federal funds

**Attachments:**

1. 4395 FINAL

# PCBH2527 HEARING OFFICERS

## **PROFESSIONAL SERVICES AGREEMENT BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH, AND CALIFORNIA HEARING OFFICERS, LLP FOR HEARING OFFICER SERVICES**

This agreement is entered into 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 California Hearing Officers, LLP ("Contractor"), for the purpose of providing Hearing Officers for administrative hearings (hereinafter referred to as "Contractor").

### **RECITALS**

- A. Plumas County Behavioral Health is a general acute care clinic, located at 270 County Hospital Road Suite 109, Quincy CA 95971
- B. Upon the request of COUNTY, Contractor shall provide hearing officers for mental health certification review hearings to preside over and conduct hearings as identified in California Welfare and Institutions Code §5250 *et seq.* Contractor shall also provide hearing officers for hearings to preside over and conduct hearings as identified in California Welfare and Institutions Code section 5333, *et seq.* for hearings to determine whether a patient has the capacity to make a decision regarding the use of medications (i.e., "Riese" or "Capacity" hearings). The hearing officer shall hear and consider the evidence, prepare necessary findings and orders, and provide those orders to County at the conclusion of the hearing. This Agreement covers all hearings held within Plumas County.
- C. Contractor shall cause hearing officers to provide those certification review hearings for patients involuntarily detained at any Plumas County Hospital.

NOW THEREFORE, the Parties hereto mutually agree as follows:

### **Section 1. RESPONSIBILITIES OF CONTRACTOR.**

- A. Contractor shall cause an appropriately qualified hearing officer to provide certification review hearings for psychiatric patients involuntarily detained at any Plumas County Hospital pursuant to being certified for seven (7) days for treatment. Contractor shall also provide hearing officers for hearings to preside over and conduct hearings as identified in California Welfare and Institutions Code section 5333, *et seq.* for hearings to determine whether a patient has the capacity to make a decision regarding the use of medications (i.e., "Riese" or "Capacity" hearings). Contractor shall cause hearing officer to provide written findings to Behavioral Health as to whether probable cause exists to continue to detain a patient ("Services"). Such Services shall include the following: 1. Contractor shall cause hearing officer to conduct hearing sessions at times mutually agreed upon with Behavioral Health in accordance with all applicable Laws (as defined below), including without limitation California Welfare & Institutions Code §§5250 and 5333 *et seq.*, and 2.

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Contractor shall maintain appropriate documentation relating to all hearings conducted by a hearing officer.

- B. Contractor shall at all times during the term of this Agreement cause its hearing officers to have all appropriate license(s) to perform the Services, as may be required by applicable law, and to provide to Behavioral Health a copy of such current, valid license(s) upon request.
- C. Contractor shall conduct certification hearings via HIPAA-secured video conferencing or telephone.

### **Section 2. RESPONSIBILITIES OF BEHAVIORAL HEALTH**

Behavioral Health shall compensate Contractor as prescribed in sections 3 and 4 of this agreement.

### **Section 3. COMPENSATION.**

For services provided in this agreement from February 1, 2025, through January 31, 2027, County shall pay a \$2,000 monthly service charge for hearing officer services. In addition to the monthly service charge, Contractor shall charge Behavioral Health for the Services rendered under this Agreement at a rate of Three Hundred Dollars (\$300.00) per hour for hearing officers conducting hearings and issuing written decisions for the Services described in this Agreement. The hourly rate includes overhead expenses such as secretarial, telephone, photocopy, postage, and related costs. Contractor shall charge Behavioral Health a minimum of two (2) hours for each day a hearing is scheduled; additional time will be billed in 15-minute increments. Hearings canceled with less than 48 business hours' notice will incur the two-hour minimum for that day.

In no event shall the maximum amount payable under this agreement exceed \$50,000.00.

Any additional services not otherwise provided for herein shall not be provided by Contractor, or compensated by Behavioral Health, without written authorization by Behavioral Health. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of Contractor.

### **Section 4. BILLING AND PAYMENT.**

Contractor shall submit to Behavioral Health after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. Behavioral Health shall make payment within 30 days of receipt of Contractor's correct and approved statement or invoice.

In no event shall Behavioral Health refuse to pay any portion of the statement or invoice because of Contractor's ruling on any particular case.

Should Behavioral Health, or the state or federal government, disallow any amount claimed by Contractor, Contractor will have an opportunity to substantiate its billing before a final decision

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to disallow. If, however, any amount is disallowed, the Contractor shall reimburse Behavioral Health, or the state or federal government, as directed by Behavioral Health, or the state or federal government, for such disallowed cost.

### Section 5. **TERM OF AGREEMENT.**

This agreement shall commence on February 1, 2025, and shall end December 31, 2027, and shall remain in full force and effect unless sooner terminated as provided herein.

### Section 6. **TERMINATION OF AGREEMENT.**

- A. If Contractor materially fails to preside over a matter when requested by Behavioral Health, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, then Behavioral Health shall have the right to terminate this agreement for cause effective immediately upon the Behavioral Health giving written notice thereof to Contractor. In no event shall Behavioral Health terminate this agreement because of Contractor's ruling on any particular case.
- B. Without Cause. Behavioral Health or Contractor may terminate this Agreement without cause upon thirty (30) days advance written notice to the other party. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. Behavioral Health obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, Behavioral Health shall, at its sole discretion, determine whether this Agreement shall be terminated. Behavioral Health shall provide Contractor seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Behavioral Health has the right to terminate this agreement and may be exercised by the [Authority(s)].
- E. Should this agreement be terminated, Contractor shall promptly provide to Behavioral Health any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.
- G. Contractor shall have a right to terminate this Agreement in the event of Behavioral Health material breach hereof; provided, however, the termination of the breach of this Agreement will not become effective unless and until the Contractor has given Behavioral Health written notice of breach, which notice shall state the nature of said breach, and Behavioral Health shall thereafter have a period of ten (10) days following the giving of said notice in which to remedy said default to the reasonable satisfaction of the Contractor.

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### **Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS / APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and Behavioral Health.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.
- E. This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document, and will be effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Behavioral Health requires wet signatures on contract.

### **Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of Behavioral Health. The waiver by Behavioral Health of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

### **Section 9. EMPLOYMENT STATUS OF CONTRACTOR.**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Behavioral Health to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Behavioral Health is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a Behavioral Health employee. Behavioral Health shall not be liable for deductions for any amount

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for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under Behavioral Health workers' compensation insurance plan nor shall Contractor be eligible for any other Behavioral Health benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this agreement.

### **Section 10. INDEMNIFICATION.**

For professional services provided under this agreement, Contractor shall indemnify, defend, and hold harmless Behavioral Health, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the reckless or willful misconduct of the professional services provided under this agreement.

### **Section 11. INSURANCE LIMITS.**

Contractor shall maintain the following insurance policy limits of coverage:

- a) Comprehensive general liability insurance: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.
- b) Professional liability insurance: Not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis.
- c) Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance, or participate in a self-insurance plan approved by the State of California Department of Industrial Relations to cover employees of Contractor, with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor will ensure that any non-employees hired by Contractor to perform services under this agreement also maintain continuously Workers' Compensation and Employer's Liability insurance. Each such policy shall contain, or be endorsed to contain, a waiver of subrogation against Plumas County, its agents, officers, officials, employees, and volunteers.

### **Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Behavioral Health, Contractor shall give prompt and timely notice thereof to Behavioral Health. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

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B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Plumas County.

### **Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq., and regulations and guidelines issued pursuant thereto.

### **Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or Behavioral Health . Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after Behavioral Health makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

Contractor shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to Behavioral Health during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by Behavioral Health, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or Behavioral Health audit directly related to the provisions of this agreement. Contractor agrees to repay Behavioral Health the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that Behavioral Health may withhold any money due and

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recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

### **Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by Behavioral Health shall be grounds for termination of this agreement.

### **Section 16. LICENSES AND PERMITS.**

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Plumas, and all other appropriate governmental agencies, including certifications and credentials required by Behavioral Health. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by Behavioral Health.

### **Section 17. PERFORMANCE STANDARDS.**

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's work or services.

### **Section 18. CONFLICTS OF INTEREST.**

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

### **Section 19. NOTICES.**

- A. Except as provided in section 6.B. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

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If to County

Sharon Sousa, LMFT, Director  
Behavioral Health  
270 County Hospital Road , Suite 107  
Quincy, CA 95971

If to Contractor:

Kamardeep Athwal-Esquire  
California Hearing Officers, LLP  
8801 Folsom Boulevard, Suite 220  
Sacramento, CA 95826

### **Section 20. AGREEMENT PREPARATION.**

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

### **Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with County of Plumas' Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any Behavioral Health decision which may affect Contractor's financial interests. If required by the County of Plumas' Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

### **Section 22. PROPERTY TAXES.**

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

### **Section 23. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or local ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

### **Section 24. CONFIDENTIALITY.**

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or

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as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

### **Section 25. USE OF HOSPITAL PROPERTY.**

Contractor shall not use County of Plumas premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this agreement.

**IN WITNESS WHEREOF**, County of Plumas and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

#### **CONTRACTOR:**

California Hearing Officers, LLP

#### **COUNTY:**

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

By: \_\_\_\_\_  
Name: Kamardeep Athwal  
Title: Esquire  
Date signed:

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

#### **APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Name:  
Title: Board of Supervisors  
Date:

#### **ATTEST:**

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

Approved as to form:



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



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** January 14, 2025

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Public Works and Brown's Gas Company, a subsidiary of Ferrellgas LP; effective January 1, 2025; not to exceed \$15,000; No General Fund Impact; Road Budget; approved as to form by County Counsel.

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**Recommendation:**

The 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 purchase agreement with Brown's Gas Company, a subsidiary of Ferrellgas LP in the amount of Fifteen Thousand Dollars and 00/100 (\$15,000.00).

**Background and Discussion:**

This Agenda Request pertains to the need by the Department of Public Works to purchase propane fuel as identified in the FY24/25 annual budget.

The anticipated cost of the fuel and heating oil is not expected to exceed \$15,000 for the 2025 calendar year as outlined in the attached purchase agreement.

The attached purchase agreement has been reviewed and approved as to form by County Counsel.

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on October 1, 2024.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Brown's Gas Company, a subsidiary of Ferrellgas LP; effective January 1, 2025; not to exceed \$15,000; No General Fund Impact; Road Budget; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund impact. Road Budget.

**Attachments:**

1. Service Agmt w/ Browns Gas

## **Contractor 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 Brown's Gas Company, a subsidiary of Ferrellgas, LP (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 **Fifteen Thousand Dollars and No/100 (\$15,000.00)**.
3. **Term.** The term of this agreement shall be from January 1, 2025, through December 31, 2025; unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2025, to the date of approval of this Agreement by the Board of Supervisors
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
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

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

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

- 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

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

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

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.

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

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:

Brown's Gas Company  
P.O. Box 469  
Marysville, CA 95901  
Attention: Chris Hall

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).

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

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

- 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.

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

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

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

**CONTRACTOR:**

Brown's Gas Company, a subsidiary of  
Ferrellgas, LP

By: \_\_\_\_\_  
Name: Greg Dickey  
Title: General Manager  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Robert Thorman  
Title: Public Works Director  
Date signed:

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

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COUNTY INITIALS

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

## **EXHIBIT A**

### **Scope of Work**

Contractor shall deliver propane gas to the LaPorte Maintenance Yard located at 2020 Church Street, LaPorte, CA 95981

Delivery of propane gas will be delivered in amounts to keep the County's tank on a "keep full" basis. Tank size for LaPorte is 1,000 gallons.

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

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

## **EXHIBIT B**

### **Fee Schedule**

1. The price shall be the Contractor's rack price on date of filling, plus
  - a. All applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on fuel furnished to the County, and
  - b. All delivery charges, fees, and related costs incurred by the Contractor in delivering fuel to the County.
2. Payment under this contract shall not exceed Fifteen Thousand dollars and no cents (\$15,000.00).
3. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by the Contractor under this Agreement which have been completed to the County's sole satisfaction.

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

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



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** January 14, 2025

**SUBJECT:** Approve and authorize Chair to sign Amendment No. 5 to agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to update the Caltrans plans and specifications to the new 2024 standards for the Snake Lake Road Bridge Replacement Project; No General Fund Impact; approved as to form by County Counsel.

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**Recommendation:**

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 5 to the Services Agreement between the County of Plumas and MGE Engineering Inc to update the Caltrans plans and specifications to the new 2024 standards for the Snake Lake Bridge Replacement Project. No General Fund impact. The attached MGE Engineering, Inc. Amendment No. 5 to the Services Agreement has been approved as to form by County Counsel.

**Background and Discussion:**

On May 7, 2024, MGE Engineering Inc entered into a services agreement with the Plumas County Department of Public Works to provide on-call civil engineering for County transportation improvement projects.

The Department of Public Works is actively working on the Snake Lake Road Bridge Replacement Project. Caltrans has recently adopted the new 2024 standards so all projects must be revised and comply with these standards. MGE is able to do this work, see the attached scope of Amendment No. 5, totaling \$10,994.80.

**Action:**

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 5 to the Services Agreement between the County of Plumas and MGE Engineering Inc to update the Caltrans plans and specifications to the new 2024 standards for the Snake Lake Bridge Replacement Project. No General Fund impact. The attached MGE Engineering, Inc. Amendment No. 5 to the Services Agreement has been approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund impact.

**Attachments:**

1. MGE Amendment No 5

AMENDMENT NO. 5  
to the  
**PROFESSIONAL SERVICES AGREEMENT**

On-Call Civil Engineering Services  
Transportation Improvements Projects for the  
Snake Lake Road Bridge Project

The May 7, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and MGE Engineering, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 24-013 is hereby amended as follows:

**Project Background**

The County, in coordination with the California Department of Transportation (Caltrans), proposes to replace the Snake Lake Bridge. The Department of Public Works is actively working on the Snake Lake Road Bridge Replacement Project. As a result of Caltrans issuing updated Standard Specifications and Standard Plans for 2024, MGE will need to update the PS&E for the Snake Lake Road Bridge Replacement project for bidding and construction. Work scope will include updating the project plans, Notice to Bidders and Special Provisions, Bid Book, Contract Items, Cost Estimate, and completion of the Caltrans PS&E Checklist for PS&E Certification.

**Scope of Work**

The scope of work will include updating the project plans, Notice to Bidders and Special Provisions, Bid Book, Contract Items, Cost Estimate, and completion of the Caltrans PS&E Checklist for PS&E Certification as identified in the Scope of Work, which is attached hereto as Exhibit “A”.

**Compensation**

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit “B” and incorporated herein by this reference. The cost is TEN THOUSAND NINE HUNDRED AND NINETY-FOUR AND 80/100 DOLLARS (\$10,994.80).

Consultant shall submit an invoice to the County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County’s receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

**Project Schedule**

The Consultant shall complete the work, set forth above in the Project Schedule which is mentioned hereto on Exhibit “A”.

**Term**

The term of this Agreement commences November 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County’s Board of

\_\_\_\_ Consultants

\_\_\_\_ County Initials

Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

Other Contract Provisions.

All other contract provisions set forth in the May 7, 2024, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:

MGE Engineering Inc.

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

Name: Robert E. Sennett

Title: Vice President

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

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

Name: Fred Huang

Title: Chief Financial Officer

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

COUNTY:

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

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

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

Chair, Board of Supervisors

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

ATTEST:

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

Allen Hiskey

Clerk of the Board of Supervisors

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

Approved as to form:



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

Taxpayer ID Number — 68-0231292

Attachments: Exhibit A - Scope of Work  
Exhibit B - Fee Schedule

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\_\_\_\_\_  
Consultants

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County Initials

## EXHIBIT "A"

### SNAKE LAKE ROAD BRIDGE REPLACEMENT

#### PS&E UPDATE

As a result of Caltrans issuing updated Standard Specifications and Standard Plans for 2024, MGE will need to update the PS&E for the Snake Lake Road Bridge Replacement project for bidding and construction. Work scope will include updating the project plans, Notice to Bidders and Special Provisions, Bid Book, Contract Items, Cost Estimate, and completion of the Caltrans PS&E Checklist for PS&E Certification. Work scope tasks will include the following:

##### **TASK 1.1 – PLANS UPDATE**

MGE will update the current plan set to comply with the new 2024 Standard Plans and Specifications.

*Deliverable: Updated Plans.*

##### **TASK 1.2 – NOTICE TO BIDDERS AND SPECIAL PROVISIONS UPDATE**

MGE will update the current Notice to Bidder and Special Provisions to comply with the new 2024 Standard Plans and Specifications.

*Deliverables: Update Notice To Bidders and Special Provisions.*

##### **TASK 1.3 – BID BOOK UPDATE**

MGE will update the current Bid Book to comply with the new 2024 Standard Plans and Specifications.

*Deliverables: Updated Bid Book.*

##### **TASK 1.4 – COST ESTIMATE UPDATE**

MGE will update the current Cost Estimate to comply with the new 2024 Standard Plans and Specifications. Unit costs will be checked to ensure the estimate reflects current bid prices for the bid items.

*Deliverables: Updated Cost Estimate.*

##### **TASK 1.5 – PS&E CHECKLIST**

MGE will complete the Caltrans PS&E Checklist (Exhibit 12-D) to be attached to the PS&E certification form which will be completed by the County.

*Deliverables: PS&E Checklist (Exhibit 12-D)*

#### **SCHEDULE**

MGE anticipates completing the updates to the PS&E within 4 weeks following notice to proceed.

## EXHIBIT "B"

**MGE Engineering Amendment 5**  
**FEE ESTIMATE PROPOSAL - SNAKE LAKE ROAD BRIDGE REPLACEMENT**  
**PS&E UPDATE TO 2024 STANDARDS**

Escalation \$0.00  
ODC's \$0.00

*Total = \$10,994.80*



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** January 14, 2025

**SUBJECT:** Approve and authorize Chair to sign Task Order No. 3 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to perform environmental services including a site visit, providing supplemental archaeological information, technical assistance and further coordination with Caltrans for the Graeagle-Johnsville Road Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.

---

**Recommendation:**

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Task Order No. 3 to the Services Agreement between the County of Plumas and Stantec Consulting Services, Inc to perform additional environmental services required by Caltrans for the Graeagle-Johnsville Road Rehabilitation Project.

**Background and Discussion:**

On May 14, 2024, Stantec Consulting Services, Inc entered into a services agreement with the Plumas County Department of Public Works to provide on-call environmental consulting services for County transportation improvement projects.

The Department of Public Works is actively working on the Graeagle-Johnsville Road Rehabilitation Project. The work is required to obtain archeological clearance for the project. Stantec is able to do this work, see the attached Task Order No. 3, totaling \$52,343.21.

**Action:**

Approve and authorize Chair to sign Task Order No. 3 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to perform environmental services including a site visit, providing supplemental archaeological information, technical assistance and further coordination with Caltrans for the Graeagle-Johnsville Road Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund impact.

**Attachments:**

1. Stantec-TO\_3

**TASK ORDER NO. 3**  
to the  
**PROFESSIONAL SERVICES AGREEMENT**

On-Call Environmental/CEQA & NEPA Services  
for the  
Graeagle-Johnsville Road Rehabilitation Project

The May 14, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Stantec Consulting Services, Inc., a California Corporation ("Consultant"), is hereby amended as follows:

**Project Background**

The County, in coordination with the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), proposes to rehabilitate Graeagle-Johnsville Road from post mile (PM) 1 .82 to PM 5.1 5 in Plumas County, California. The project is in Caltrans District 2 and the Federal Aid Number is RPSTPL-5909(116). The project is on lands managed by the Plumas National Forest (PNF) (PM 1.82—2.85) and Plumas-Eureka State Park (PM 2.85—5.15). The project is federally funded through the federalized State Transportation Improvement Program: Regional Improvement Program (RPSTPL), which is administered by Caltrans. The study area for the project is approximately 39.56 acres.

**Scope of Work**

The Scope of Work shall consist of conducting a site visit, providing supplemental archaeological information, technical assistance and further coordination with Caltrans as identified in the Scope of Work, which is attached hereto as Exhibit "A".

**Compensation**

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit "B" and incorporated herein by this reference. The cost is Fifty-two Thousand Three Hundred and Forty-three Dollars and Twenty-One Cents (\$52,343.21).

Consultant shall submit an invoice to the County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

**Project Schedule**

The Consultant shall complete the work, set forth above in the Project Schedule which is attached hereto as Exhibit "C".

**Term**

The term of this Agreement commences November 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County's Board of

\_\_\_\_ Consultants

All County Initials

Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

Other Contract Provisions.

All other contract provisions set forth in the May 14, 2024, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order No. 3 to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:

Stantec Consulting Services Inc.

By: \_\_\_\_\_  
Name: Wirt Lancing  
Title: Senior Principal  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mark Wuestehube  
Title: Principal  
Date signed: \_\_\_\_\_

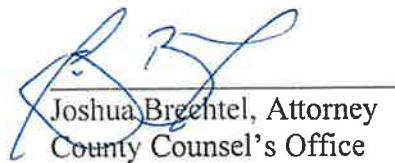
COUNTY:

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

By: \_\_\_\_\_  
Board of Supervisors  
Date signed: \_\_\_\_\_

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

Approved as to form:



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

Taxpayer ID Number — 1 I -21 67170

Attachments: Exhibit A - Scope of Work  
Exhibit B - Fee Schedule  
Exhibit C - Project Schedule

**PLUMAS COUNTY PUBLIC WORKS DEPARTMENT**  
**Graeagle - Johnsville Road Rehabilitation Project.**  
**Environmental Services Support**  
**November 26, 2024**

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

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Graeagle - Johnsville Road Rehabilitation Project.

The County, in coordination with Caltrans and Federal Highway Administration (FHWA), proposes to rehabilitate Graeagle-Johnsville Road from post mile (PM) 1.82 to PM 5.15 in Plumas County, California. The Project is in Caltrans District 2 and the Federal Aid Number is RPSTPL-5909(116). The Project is on lands managed by the Plumas National Forest (PNF) (PM 1.82–2.85) and Plumas-Eureka State Park (PM 2.85–5.15). The Project is federally funded through the federalized State Transportation Improvement Program: Regional Improvement Program (RPSTPL), which is administered by Caltrans. The study area for the project is the area of direct impact, including plus the proposed staging areas, which is approximately 33 acres (Subject Property).

***Task 1: Conduct Site Investigation***

In November 2024 Stantec prepared an Initial Site Assessment which recommended additional investigation of a mine located within or near the project area to assess shallow soil for arsenic, lead, and mercury. Stantec will assist the County in a Site Investigation by completing the following:

1. **Project Management:** This task consists of project management activities such as resource management, subcontractor coordination (including contracting), quality control, accounting, administrative activities, and project scheduling and coordination (internal and with County and Caltrans staff). This task also includes pre-field activities such as preparation of a Work Plan, site-specific health and safety plan (HASP), preliminary site inspection to identify borehole locations, site markout and obtaining a one-call dig ticket. All field work will be completed under a Stantec site-specific HASP, and in accordance with HAZWOPER regulations 29 CFR, 1910.120 and following State of California Title 8, Section 5192 guidelines.
2. **Field Investigation and Laboratory Analysis:** Stantec proposes assessment of shallow soil conditions to address the findings of note identified in the ISA. At all investigation areas, boreholes will be advanced using a hand auger and soil samples will be collected into laboratory-supplied glassware. Samples will be immediately assigned a unique sample ID, logged onto a chain of custody form, and placed into a pre-chilled cooler pending transport to the analytical laboratory. Boreholes will be logged in accordance with the Unified Soil Classification System and soil classifications, sample intervals, and related observations will be recorded on borehole logs. Reusable equipment will be appropriately decontaminated between samples and boreholes will be backfilled with native materials to match existing grade.

Stantec's sampling protocol includes first the analysis of shallow samples and retaining deeper samples for potential analysis based on the data from the shallow samples. Soil chemical data will be compared to risk-



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Graeagle - Johnsville Road Rehabilitation Project – Environmental Services Support  
November 26, 2024

based screening levels established by California Department of Toxic Substances Control (DTSC). If concentrations of one or more compounds exceed corresponding risk-based screening levels, the deeper soil sample from that borehole will also be analyzed to provide vertical delineation of chemical results. If field evidence of chemical impact (i.e., staining, odors, or other indicators of impact) are observed, a sample from the impacted interval will be retained for chemical analysis.

Stantec will advance 15 soil borings (see Figure 1) via hand auger to a terminal depth of 1.5 feet below ground surface (ft bgs) in the area of a slope repair, access road, and staging area. A shallow soil sample will be collected from the upper six inches and a deeper sample will be collected from 1.5 ft bgs. The deeper soil samples will be held by the analytical laboratory, and the shallow sample will be analyzed for the following compounds by the corresponding analytical method. Two shallow duplicate samples will also be analyzed.

- Arsenic, Lead, and Mercury by EPA Methods 6020 and 7471A.

3. **Reporting:** Stantec will prepare a Site Investigation report to document the sampling procedures and findings of the assessment. The report will include a detailed description of the work performed, sample locations, sampling technique employed, analytical reports, tabulated analytical results, data interpretation, and validation. A draft of the report will be provided to County for review and comment no later than three weeks after the receipt of the final laboratory analytical data. Stantec will incorporate one round of comments from County and prepare a final report. The proposal assumes effort after submittal of the report, such as an additional consultation or preparation of a revised report, if applicable, are not included in this proposal.

4. **Meeting(s):** Not applicable

5. **Assumptions:**

- Client will arrange access to the Site. If site reconnaissance is delayed or Stantec personnel have to return to the Site, additional charges may accrue.
- A Plumas County Soil Boring Permit is not required.
- Traffic control or a right of way permit is not required.
- Assume work can be completed Monday through Friday from 7am to 5pm.

### **Task 2: Prepare Supplemental Archaeological Information/Coordinate with Caltrans**

An Archaeological Survey Report, Finding of Effect, and Historic Property Survey Report have been previously completed and approved by Caltrans. Based on the understanding that Caltrans may require additional documentation or reporting of potential cultural resources effects due to hazardous material testing in or near the



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Graeagle - Johnsville Road Rehabilitation Project – Environmental Services Support  
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project area of potential effects (APE), Stantec will assist the County in cultural resources Section 106 support by completing the following:

1. **Project Management:** This includes, but is not limited to, managing internal kick-off, staffing, delivery schedule, quality control reviews of deliverables, and communications and coordination with County staff.

**Deliverables:** Not applicable

**Meeting(s):** Three 1-hour meetings with the County and Caltrans

2. **Prepare Archaeological Memo and/or Supplemental Archaeological Survey Report (ASR):** Stantec will prepare a memo or report to support Section 106 findings of the additional hazardous material testing plan. The document will be prepared in a narrative format that describes the background of previous studies and the findings. An administrative draft will be submitted to the County for review. Following County review, the draft will be submitted to Caltrans for review and approval. It is assumed that a new cultural records search, Native American outreach, or testing for archaeological resources will not be required.

**Deliverables:** Electronic copies (Word.doc, PDF) Revised Section 106 memo or ASR

**Meeting(s):** Two 1-hour meetings with the County and Caltrans

### **Task 3: Technical Assistance**

The purpose of this task item is to provide technical assistance to the County as needed. Technical assistance may include, but is not limited to, attending project meetings, responding to informational requests from Caltrans, conducting field reviews/meetings, resource monitoring during ground-disturbing activities and associated reporting, etc. Technical assistance will be provided only as requested by the County. The cost estimate for this task item assumes that technical assistance will not exceed 80 total hours of Stantec staff time and other direct costs will not exceed \$1,000.00.

**Deliverables:** Technical assistance as requested by the County

**Meeting(s):** To be determined



**PLUMAS COUNTY PUBLIC WORKS DEPARTMENT**

Graeagle - Johnsville Road Rehabilitation Project – Environmental Services Support  
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**EXHIBIT B**  
**Fee Schedule**

Tasks 1–3, as outlined in Exhibit A, will be completed on a time-and-materials basis. The total estimated cost is Fifty-Two Thousand Three Hundred Forty-Three Dollars and Twenty-One Cents (\$52,343.21). A line-item cost breakdown showing labor hours and hourly rates is provided in the attached cost spreadsheet.





**Graeagle-Johnsville Road Rehabilitation Project**  
**Cost Proposal - Labor Hour Worksheet**  
**Professional Environmental Consulting Services**

**PLUMAS COUNTY PUBLIC WORKS DEPARTMENT**

Graeagle - Johnsville Road Rehabilitation Project – Environmental Services Support  
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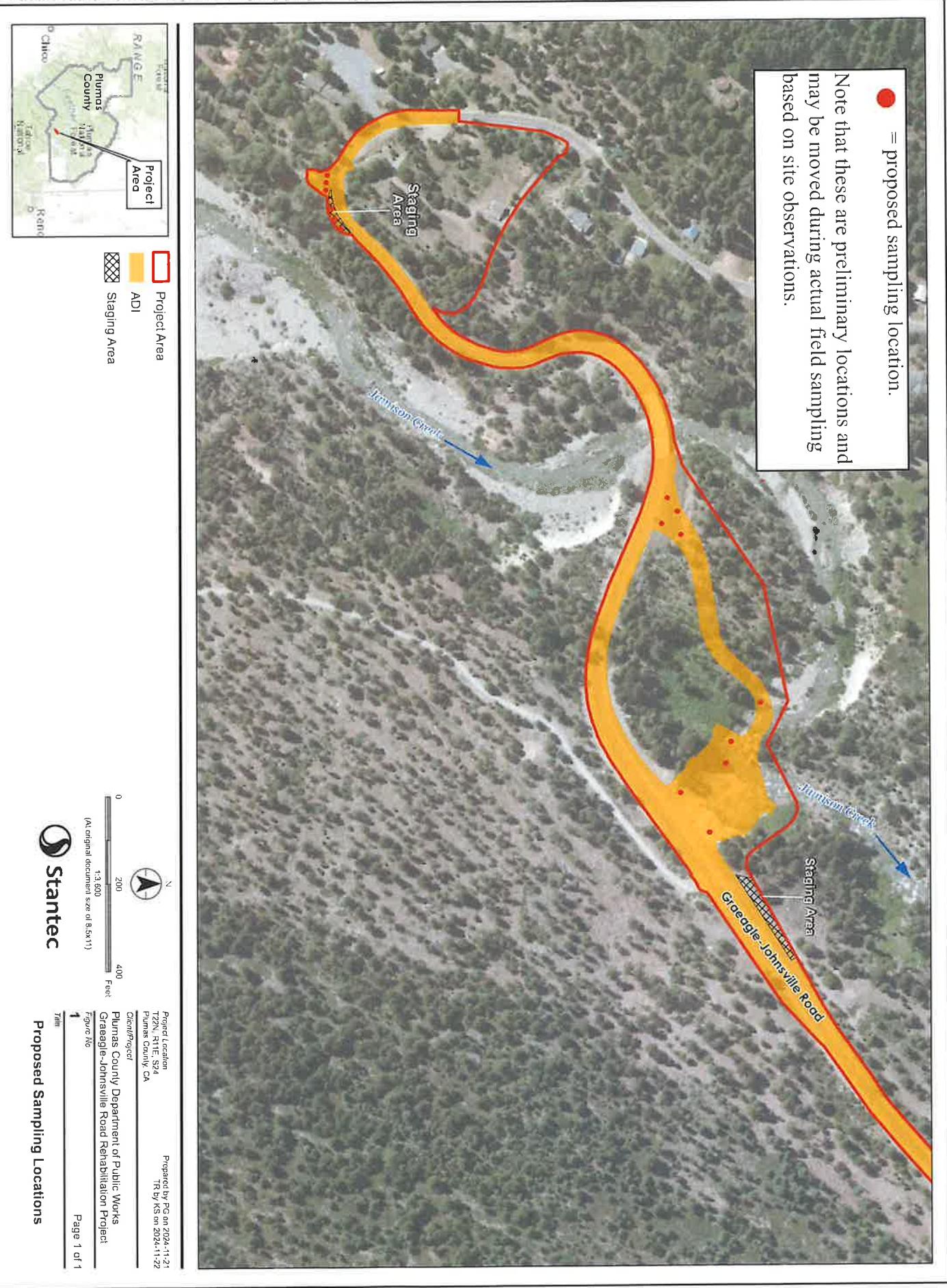
**EXHIBIT C**  
**Project Schedule**

Stantec will initiate work on the tasks identified in this scope of work following notice-to-proceed. Task 1 (Site Investigation) will be completed in 20 business days following the receipt of analytical data for submittal to the County to review. If comments are received, Stantec will revise the report within 2 business days for submittal to Caltrans. If Caltrans comments are received, Stantec will revise the report within 2 business days for final submittal to the County and Caltrans.

The completion schedule for Task 2 (Prepare Supplemental Archaeological Information/Coordinate with Caltrans) and Task 3 (Technical Assistance) is to be determined.



Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.



## EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 2

## ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES) Graeagle-Johnsville Road Rehabilitation Project

Note: Mark-ups are Not Allowed

 Prime Consultant  Subconsultant  2nd Tier SubconsultantConsultant Stantec Consulting Services Inc.Project No PRSTL-5909[116]

Contract No. \_\_\_\_\_

Date 11/26/2024

## DIRECT LABOR

Classification/Title	Hours	Actual Hourly Rate	Total
Senior Principal (BL 16) - max raw rate \$107.18	28	\$ 107.18	\$3,001.04
Senior Principal (BL 15) max raw rate \$92.18	8	\$ 92.18	\$737.44
Principal (BL 15) max raw rate \$92.18	8	\$ 92.18	\$737.44
Principal (BL 14) max raw rate \$79.68	34	\$ 79.68	\$2,709.12
Senior Associate II (BL 14) max raw rate \$79.68	0	\$ 79.68	\$0.00
Senior Associate I (BL 13) max raw rate \$69.68	34	\$ 69.68	\$2,369.12
Associate III (BL 12) max raw rate \$61.18	24	\$ 61.18	\$1,468.32
Associate II (BL11) max raw rate \$53.68	74	\$ 53.68	\$3,972.32
Associate I (BL10) max raw rate \$47.68	16	\$ 47.68	\$762.88
Staff III (BL 9) max raw rate \$42.68	13	\$ 42.68	\$554.84
Staff II (BL 8) max raw rate \$38.68	0	\$ 38.68	\$0.00
Staff I (BL 7) max raw rate \$35.18	5	\$ 35.18	\$175.90

## LABOR COSTS

Total hours: 244

a) Subtotal Direct Labor Costs \$16,488.42  
 b) Anticipated Salary Increases (see page 2 for sample) \$412.21

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$16,900.63

## FRINGE BENEFITS

d) Fringe Benefits (Rate 33.08%)e) **Total Fringe Benefits**[(c) x (d)] \$5,590.73

## INDIRECT COSTS

f) Overhead (Rate: 11.10%)g) Overhead [(c) x (f)] \$1,875.97h) General and Administrative (Rate: 115.30%)i) Gen & Admin [(c) x (h)] \$19,486.43j) **Total Indirect Costs [(e) + (g) + (i)]** \$26,953.13

## FEE (Profit)

q) (Rate: 12.0%)k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$5,262.45

## OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$402.00
m) Equipment Rental and Supplies (itemized below)			\$1,205.00
n) Permit Fees (itemize)			\$0.00
o) Subconsultant Costs (detailed cost proposal attached for each subconsultant)			\$1,620.00

p) **Total Other Direct Costs [(l) + (m) + (n) + (o)]** \$3,227.00**TOTAL COST [(c) + (j) + (k) + (p)]** \$52,343.21

## ITEMIZATION - OTHER DIRECT COSTS (ODC)

## Description

l)	Travel/Mileage Costs (supported by consultant actual costs)	Unit(s)	Unit Cost	Total
	Mileage	600	\$0.670	\$402.00
	Per Diem	0	\$136.000	\$0.00
			\$0.000	\$0.00
	Car Rental	0	\$100.000	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			Subtotal (l)	\$402.00
m)	Equipment Rental and Supplies (itemize)	Unit(s)	Unit Cost	Total
	Black and white copies (8.5 x 11)	0	\$0.060	\$0.00
	Black and white copies (11 x 17)	0	\$0.110	\$0.00
	Color copies (8.5 x 11)	0	\$0.750	\$0.00
	Color copies (11 x 17)	0	\$1.500	\$0.00
	Graphics (Poster Boards)	0	\$45.000	\$0.00
	Survey Supplies	1	\$205.000	\$205.00
	Other Equipment/Supplies	1	\$1,000.000	\$1,000.00
	Miscellaneous (Conf. Call/Mailing)	0	\$10.000	\$0.00
			Subtotal (m)	\$1,205.00
n)	Permit Fees (itemize)	Unit(s)	Unit Cost	Total
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
			Subtotal (n)	\$0.00
o)	Subconsultant Costs	Unit(s)	Unit Cost	Total
	Laboratory	1	\$1,620.00	\$1,620.00
			\$0.00	\$0.00
			Subtotal (o)	\$1,620.00

## EXHIBIT 10-H COST PROPOSAL

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

<u>Direct Labor Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$16,488.42	244		\$67.58	Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation				Year 2 Avg Hourly Rate
Year 1	\$67.58	+	5%	=	\$70.95		Year 3 Avg Hourly Rate
Year 2	\$70.95	+	5%	=	\$74.50		Year 4 Avg Hourly Rate
Year 3	\$74.50	+	5%	=	\$78.23		Year 5 Avg Hourly Rate
Year 4	\$78.23	+	5%	=	\$82.14		

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	244.0	=	122.0	Estimated Hours Year 1
Year 2	50.00%	*	244.0	=	122.0	Estimated Hours Year 2
Year 3	0.00%	*	244.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	244.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	244.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	244.0	

#### 4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year
Year 1 \$67.58	*	122 = \$8,244.21 Estimated Hours Year 1
Year 2 \$70.95	*	122 = \$8,656.42 Estimated Hours Year 2
Year 3 \$74.50	*	0 = \$0.00 Estimated Hours Year 3
Year 4 \$78.23	*	0 = \$0.00 Estimated Hours Year 4
Year 5 \$82.14	*	0 = \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation		= \$16,900.63
Direct Labor Subtotal before Escalation		= \$16,488.42
Estimated total of Direct Labor Salary Increase		= \$412.21 Transfer to Page 1



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** January 14, 2025

**SUBJECT:** Approve and authorize Chair to sign amendment no.1 to agreement between Plumas County Public Health Agency and David Asmuth, M.D. because of an increase in the compensation amount from \$5,000 to \$7,000; (No General Fund Impact) (Part C); approved as to form by County Counsel.

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**Recommendation:**

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Public Health Agency and David Asmuth, M.D.

**Background and Discussion:**

On May 7, 2024, the Board of Supervisors approved an agreement between Plumas County Public Health Agency and David Asmuth, M.D., Ryan White Part C funds provide direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation, and clinical care, and referrals to specialty and other health services. The program maintains four HIV clinic sites with the five-county regions to provide these services.

This amendment increases the compensation amount from \$5,000.00 to \$7,000.00. The parties desire to change the agreement amount due to an increase in the number of clinics the Subcontractor attended.

**Action:**

Approve and authorize Chair to sign amendment no.1 to agreement between Plumas County Public Health Agency and David Asmuth, M.D. because of an increase in the compensation amount from \$5,000 to \$7,000; (No General Fund Impact) (Part C); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) (Part C)

**Attachments:**

1. PARTC2425ASMUTH-A1
2. PARTC2425ASMUTH

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND DAVID ASMUTH, M.D.**

This First Amendment to Agreement ("Amendment") is made on January 14, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and David Asmuth, M.D., an individual ("SUBCONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and David Asmuth, M.D. have entered into a written Agreement dated, April 1, 2024, (the "Agreement"), in which David Asmuth, M.D. agreed to participate in the HRSA Ryan White Part C quarterly clinics in Lassen and Plumas Counties.
  - b. Because of an increase in the number of clinics Subcontractor attended the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Paragraph 3. is amended to read as follows:

**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 Seven Thousand Dollars (\$7,000.00).
  - b. Exhibit B Paragraph 5, Fee Schedule, is amended to read as follows:

**Amounts Payable:** The amounts payable under this service agreement shall not exceed Seven Thousand Dollars (\$7,000.00).
  - c. Exhibit B-1, Budget, is amended in its entirety, attached hereto.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated April 1, 2024, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

David Asmuth, M.D., an individual

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

David Asmuth, M.D.

Date signed:

**COUNTY:**

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

By: Nicole Reinert

Nicole Reinert

Director

Date signed: 1/6/2025

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

Name:

Chair, Plumas County Board of Supervisors

Date signed:

**ATTEST:**

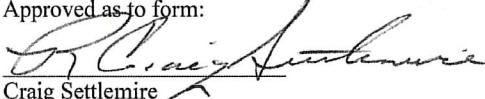
By: \_\_\_\_\_

Allen Hiskey

Clerk of the Board

Date signed:

Approved as to form:



Craig Settlemire  
Counsel

## EXHIBIT 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 David Asmuth, MD  
Contract Year April 1, 2024 - March 31, 2025

Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
<b>Travel</b>							
Clinic Travel Costs	Cost per in-person clinic visit	HIV Specialists	EIS	Outpatient / Ambulatory Health Services	1,000	7.000	Clinic Visits
<b>Total Travel</b>							
Total Subcontract							<b>7,000</b>

**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 David Asmuth, M.D., and 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 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.

Type text here

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.

*DA* COUNTY INITIALS  
*DA* SUBCONTRACTORS INITIALS

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 Dollars (\$5,000.00).
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

 COUNTY INITIALS  
 SUBCONTRACTORS INITIALS

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

 COUNTY INITIALS  
 SUBCONTRACTORS INITIALS

- 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

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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.

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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:

David Asmuth, M.D.  
309 Deerhaven Lane  
Harbor, WA 98250

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>).

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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

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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
B	Fee Schedule	11
B-1	Subcontractor Budget	12
Attachment 1	Business Associate Agreement	13-19
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	20
Attachment 3	Darfur Contracting Act	21
Attachment 4	Subcontractor Certification Clause	22
C	General Terms and Conditions	23-26
D(F)	Special Terms and Conditions with Attachments 1 & 2	27-53
E	Additional Provisions	54-55
G	Information Privacy and Security Requirements with Attachment 1	56-66

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

**SUBCONTRACTOR:**

David Asmuth, M.D., an individual

By: David Asmuth

David Asmuth, M.D.

Date signed:

**COUNTY:**

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

By: Nicole Reinert

Nicole Reinert,  
Director, Public Health Agency

Date signed:

By: Greg Hagwood

Greg Hagwood  
Chair, Plumas County Board of Supervisors

Date signed: 5/7/24

**ATTEST:**

By: Allen Hiskey

Allen Hiskey  
Clerk of the Board

Date signed: 5/7/24

Approved as to form:

Craig Settlemire  
Craig Settlemire  
Counsel

**EXHIBIT A**

**Scope of Work**

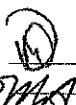
This agreement provides the Infectious Disease Physician (Subcontractor) reimbursement for travel expenses to participate in the HRSA Ryan White Part C quarterly clinics in Lassen and Plumas Counties.

Subcontractor will provide lodging receipts and will be reimbursed for lodging, standard mileage and per diem related to each of the quarterly HIV clinics.

**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. 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 15<sup>th</sup>.
- B. Bi-annual attendance at MCHAC meetings and report on the program.

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**EXHIBIT B**

**Fee Schedule**

**Invoicing and Payment:**

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

1. Invoice(s) Shall:
  - a. Be prepared on Subcontractor letterhead or signed by authorized personnel.
  - b. Bear the Subcontractor name and Agreement Number.
  - c. Identify the billing and/or performance period covered on the invoice.
  - d. Include services that were not covered by Medi-Cal or private insurance.
  - e. Include dates of services, client name/number, services provided, and cost of service.

2. Invoice(s) Schedule:

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

3. Any invoice submitted after the fiscal year closes on March 30<sup>th</sup> will fall out of compliance with grant standards and will not be able to receive reimbursement for services rendered.
4. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.
5. Amounts Payable: The amounts payable under this service agreement shall not exceed Five Thousand Dollars (\$5,000.00).

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

There is a requirement to have a 98% expenditure for the total budget by the end of the contract year. If the subcontractor is not on track to have this not in progress to meet this requirement met by the beginning of the 3<sup>rd</sup> quarter, the program director will coordinate a meeting with the subcontractor to discuss the spend down plan for the remainder of the fiscal year. If County and subcontractor are not able to come up with a plan for the subcontractor to spend down the required amount by the end of the fiscal year, there will be a re-allocation of funds and a conversation about if there is a need for a lower amount of funding to be allocated the next fiscal year.

**Subcontractor Budget**

Program	Part-C
Subcontractor	David Asmuth, MD
Contract Year	April 1, 2024 - March 31, 2025

Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
<b>Travel</b>							
Clinic Travel Costs	Cost per in-person clinic visit	Med Case Mgt, Substance Abuse Svs & Test Kits	EIS	Outpatient / Ambulatory Health Services	1,000	5,000	Clinic Visits
							5,000
Total Travel							5,000
<b>Total Subcontract</b>							
							5,000

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ATTACHMENT 1

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Vendor name and type of entity, referred to herein as Business Associate ("BA"), dated \_\_\_\_.

**RECITALS**

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

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

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

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

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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

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

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

**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: Weinert

Date: 4/24/24

## BUSINESS ASSOCIATE

David Asmuth, M.D., and individual

Name: David Asmuth, MD

Title: Professor

Signature: David Asmuth

Date: April 24, 2024

### Covered Entity Initials

-7-

Business Associate Initials DMA

## ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health  
Office of AIDS

### Agreement by Employee/Contractor to Comply with Confidentiality Requirements

#### *Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure*

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

#### *Employee Confidentiality Pledge*

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

David Asmuth

Employee name (print)

*David Asmuth*

Employee Signature

April 24, 2024

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. DA  
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)	
<i>David Asmuth</i>	
Printed Name and Title of Person Signing	
David Asmuth, MD	
Date Executed	Executed in the County and State of
April 24, 2024	San Juan Co, WA

# 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)

*David Asmuth*

Printed Name and Title of Person Signing

David Asmuth, MD

Date Executed	Executed in the County of
April 24, 2024	San Juan Co, WA

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

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

#### **EXPATRIATE CORPORATIONS:**

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

#### **SWEATFREE CODE OF CONDUCT:**

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

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

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

#### **DOMESTIC PARTNERS:**

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

#### **GENDER IDENTITY:**

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

#### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

#### **CONFLICT OF INTEREST:**

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

##### **a) Current State Employees (PCC 10410):**

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

##### **b) Former State Employees (PCC 10411):**

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

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

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

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

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

#### LABOR CODE/WORKERS' COMPENSATION:

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

#### AMERICANS WITH DISABILITIES ACT:

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

#### CONTRACTOR NAME CHANGE:

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

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

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

**RESOLUTION:**

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

**AIR OR WATER POLLUTION VIOLATION:**

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

**PAYEE DATA RECORD FORM STD. 204:**

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

**15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

### **Special Terms and Conditions**

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

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

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

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

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

### **Index of Special Terms and Conditions**

1. Federal Equal Employment Opportunity Requirements	19. Novation Requirements
2. Travel and Per Diem Reimbursement	20. Debarment and Suspension Certification
3. Procurement Rules	21. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	22. Covenant Against Contingent Fees
5. Subcontract Requirements	23. Payment Withholds
6. Income Restrictions	24. Performance Evaluation
7. Audit and Record Retention	25. Officials Not to Benefit
8. Site Inspection	26. Four-Digit Date Compliance
9. Federal Contract Funds	27. Prohibited Use of State Funds for Software
10. Termination	28. Use of Small, Minority Owned and Women's Businesses
11. Intellectual Property Rights	29. Alien Ineligibility Certification
12. Air or Water Pollution Requirements	30. Union Organizing
13. Prior Approval of Training Seminars, Workshops or Conferences	31. Contract Uniformity (Fringe Benefit Allowability)
14. Confidentiality of Information	32. Suspension or Stop Work Notification
15. Documents, Publications, and Written Reports	33. Public Communications
16. Dispute Resolution Process	34. Compliance with Statutes and Regulations
17. Financial and Compliance Audit Requirements	35. Lobbying Restrictions and Disclosure Certification
18. Human Subjects Use Requirements	

## 1. Federal Equal Opportunity Requirements

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

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

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

## 2. Travel and Per Diem Reimbursement

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

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

## 3. Procurement Rules

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

### a. Equipment/Property definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

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

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

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

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

- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
  - [1] Avoid purchasing unnecessary or duplicate items.
  - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
  - [3] Take positive steps to utilize small and veteran owned businesses.

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

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

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

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

- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

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

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

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

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

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

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or

the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

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

**g. Motor Vehicles**

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

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this

Agreement or until such time as the motor vehicle is returned to DHCS.

- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said Insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,

- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
- (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
- (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>

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

- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

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

**7. Audit and Record Retention**

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

**8. Site Inspection**

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

**9. Federal Contract Funds**

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## **10. Termination**

### **a. For Cause**

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

### **b. For Convenience**

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

## **11. Intellectual Property Rights**

### **a. Ownership**

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that

are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights.**

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

purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

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

**c. Copyright**

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

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

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

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

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

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

**g. Intellectual Property Indemnity**

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

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

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

#### **i. Survival**

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

### **12. Air or Water Pollution Requirements**

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

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

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

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

### **14. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

## 15. Documents, Publications and Written Reports

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

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

## 16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues

raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) *If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;* the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (2) *If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,* the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (3) *If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards,* the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

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

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

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

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

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

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

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

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

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

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

#### 18. Human Subjects Use Requirements

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

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

**19. Novation Requirements**

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

**20. Debarment and Suspension Certification**

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

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

**21. Smoke-Free Workplace Certification**

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

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

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**23. Payment Withholds**

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

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

**24. Performance Evaluation**

(Not applicable to grant agreements.)

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

**25. Officials Not to Benefit**

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

**26. Four-Digit Date Compliance**

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

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

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

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

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

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

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

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

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

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

**30. Union Organizing**

(Applicable only to grant agreements.)

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

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

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

(Applicable only to nonprofit organizations.)

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

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

f. Earned/Accrued Compensation

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

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

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

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

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

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

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

**32. Suspension or Stop Work Notification**

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

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

- (a) Cancel, extend, or modify the suspension or stop work notification; or
- (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **33. Public Communications**

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

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

### **34. Compliance with Statutes and Regulations**

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

### **35. Lobbying Restrictions and Disclosure Certification**

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

#### **a. Certification and Disclosure Requirements**

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action)

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

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

b. Prohibition

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

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

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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 notify the contractor in writing of an alternate submission address.

## Attachment 2

## **CERTIFICATION REGARDING LOBBYING**

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

Approved by OMB  
0348-0046

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____  date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee  Tier _____, If known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>
<p>Congressional District, If known:</p>		<p>Congressional District, If known:</p>
<p>6. Federal Department/Agency</p>		<p>7. Federal Program Name/Description:</p>
<p>8. Federal Action Number, If known:</p>		<p>CDFA Number, If applicable: _____</p>
<p>10.a. Name and Address of Lobbying Registrant  <i>(If individual, last name, first name, MI):</i></p>		<p>9. Award Amount, If known:</p>
<p>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.</p>		<p>\$</p>
<p>10.b. Individuals Performing Services <i>(including address if different from 10a.</i>  <i>(Last name, First name, MI):</i></p>		<p>Signature: _____</p>
<p>Print Name: _____</p>		<p>Title: _____</p>
<p>Telephone No.: _____</p>		<p>Date: _____</p>

**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 1362. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Exhibit E**  
**Additional Provisions**

**1. Insurance Requirements**

**A. General Provisions Applying to All Policies**

- 1) **Coverage Term** – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) **Policy Cancellation or Termination and Notice of Non-Renewal** – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) **Premiums, Assessments and Deductibles** – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) **Primary Clause** – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) **Insurance Carrier Required Rating** – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) **Endorsements** – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) **Inadequate Insurance** – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.
- 8) **Use of Subcontractors** – In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

**B. Insurance Coverage Requirements**

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) **Commercial General Liability** – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed

**Exhibit E**  
Additional Provisions

to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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

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

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. **Order of Precedence:** With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. **Effect on lower tier transactions:** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. **Definitions:** For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. **Breach:**

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. **Confidential Information:** "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. **Disclosure:** "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein):

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or
2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

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

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. **Use Restrictions:** The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. **Safeguards:** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. **Security:** The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. **Security Officer:** At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. **Training:** The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
  - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
  - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
  - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. **Employee Discipline:** Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(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 numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

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

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
4. a description of the probable and proximate causes of the breach or security incident; and

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

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)**

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

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

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

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

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

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

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

**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  
BOARD OF SUPERVISORS  
MEMORANDUM**

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

**FROM:** Kevin Goss, Supervisor - District 2

**MEETING DATE:** January 14, 2025

**SUBJECT:** Authorize Chair to sign a Letter of Support for the Argentine Rock Fire Lookout repair effort.

---

**Recommendation:**

Authorize Chair to sign a Letter of Support for the Argentine Rock Fire Lookout repair effort.

**Background and Discussion:**

Please consider giving a letter of support for the volunteer effort to repair the Argentine Rock Forest Fire Lookout. We are applying to the Sierra Pacific Foundation for grant funds to buy materials to fix the lookout, and need the letter to show SPI that Argentine is important to the local citizens of Plumas County.

**Action:**

Authorize Chair to sign a Letter of Support for the Argentine Rock Fire Lookout repair effort.

**Fiscal Impact:**

No General Fund Impact.

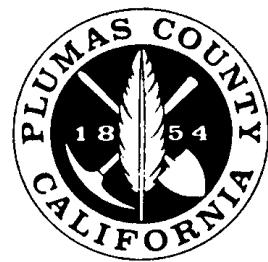
**Attachments:**

1. BOS - Letter of Support Argentine Rock Lookout 2025

# BOARD OF SUPERVISORS

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DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, CHAIRMAN, DISTRICT 2  
TOM MCGOWAN, DISTRICT 3  
MIMI HALL, VICE-CHAIRWOMAN, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



Jeff Greef  
47201 Old Highway Rd.  
Quincy, CA 95971  
(530) 616-9031  
[kaptarian@gmail.com](mailto:kaptarian@gmail.com)

Sierra Pacific Foundation Committee

Re: Letter of Support for Argentine Rock Lookout Repair Effort

Dear: Sierra Pacific Foundation Committee,

We, the Plumas County Board of Supervisors, wish to express our support for the ongoing volunteer effort to repair Argentine Rock Forest Fire Lookout, which is being conducted by a local non-profit chapter of the FFLA, the national Forest Fire Lookout Association.

Argentine Rock Lookout is well-known to most Quincy area residents, as an historic monument and also as a popular destination for day trips into the local mountains. It is sad that it has fallen into disrepair, and we would like to see it fully repaired for use as an overnight recreation rental and as a day trip destination for picnics etc. The local volunteer effort has made significant progress on repairing it, and we hope they will be able to complete this effort.

Recent forest fires have left some of the Plumas County in devastated condition, but the local residents are resilient and are addressing the issue of forest fires in many ways. A repaired Argentine Lookout will stand as a symbol of that resilience, demonstrating that we can rebuild and stand Plumas Strong.

We hope you can support the volunteer effort to repair Argentine Lookout.

Sincerely,

Kevin Goss  
Chairman, Plumas County Board of Supervisors  
District 2



PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM

---

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

**FROM:** Allen Hiskey, Clerk of the Board

**MEETING DATE:** January 14, 2025

**SUBJECT:** Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on February 11, 2025; discussion and possible action.

---

**Recommendation:**

Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on February 11, 2025; discussion and possible action.

**Background and Discussion:**

Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on February 11, 2025; discussion and possible action.

**Action:**

Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on February 11, 2025; discussion and possible action.

**Fiscal Impact:**

Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on February 11, 2025; discussion and possible action.

**Attachments:**

1. Resolution No. 24-8935 (BOS) - Ratifying the Proclamation of a County Wide Local Emergency due to the Gold Complex Fire

RESOLUTION NO. 24- 8935

**A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL  
EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN  
PLUMAS COUNTY**

**WHEREAS**, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

**WHEREAS**, on July 22, 2024, the Director of Emergency Services proclaimed a local emergency due to the Gold Complex fire threatening communities in Plumas County; and

**WHEREAS**, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

**WHEREAS**, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

**WHEREAS**, it has been found that local resources are unable to cope with the effects of said emergency;

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

**BE IT FURTHER RESOLVED**, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

**BE IT FURTHER RESOLVED**, the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

This Proclamation of Existence of a Local Emergency shall be renewed and deemed to continue to exist as provided by state law or until its termination is proclaimed by the Board of Supervisors of the County of Plumas.

1. The Director of Emergency Services for the County of Plumas is hereby designated as the authorized representative of the County of Plumas for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain State and Federal assistance, to include CDAA.

2. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
3. The Director of Emergency Services or his or her designee immediately forward a certified copy of this resolution proclaiming a local emergency with a request that the Governor continue to proclaim a State of Emergency for the County of Plumas.
4. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.

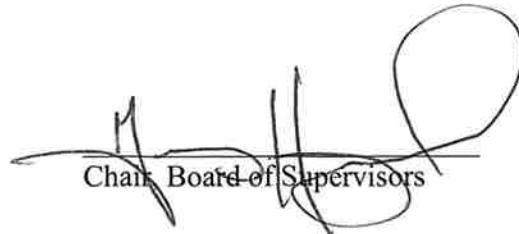
**BE IT FURTHER PROCLAIMED AND ORDERED** that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at a Special Meeting of the Board of Supervisors on July 25, 2024 by the following vote:

AYES: Supervisors: Ceresola, Goss, Engel, Hagwood

NOES:

ABSENT: Supervisor McGowan



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

Approved as to form:



Joshua Brantel, Attorney  
County Counsel's Office



PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM

---

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

**FROM:** Allen Hiskey, Clerk of the Board

**MEETING DATE:** January 14, 2025

**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 February 11, 2025; discussion and possible action.

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**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 February 11, 2025; 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 February 11, 2025; 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 February 11, 2025; discussion and possible action.

**Fiscal Impact:**

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 February 11, 2025; discussion and possible action.

**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 addressed and managed; and

**WHEREAS**, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

**WHEREAS**, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

**WHEREAS**, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

**WHEREAS**, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

**WHEREAS**, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

**NOW, THEREFORE, IT IS DECLARED** that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

**NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED** that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

**NOW, THEREFORE, BE IT RESOLVED** the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm  
a.m./p.m. of the 26<sup>th</sup> day of July, 2021.

7/26/21  
Date

  
\_\_\_\_\_  
Mark Satterfield, M.D.  
Health Officer  
County of Plumas



PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM

---

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

**FROM:** Allen Hiskey, Clerk of the Board

**MEETING DATE:** January 14, 2025

**SUBJECT:** 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 March 11, 2025; discussion and possible action.

---

**Recommendation:**

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 March 11, 2025; discussion and possible action.

**Background and Discussion:**

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 March 11, 2025; discussion and possible action.

**Action:**

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 March 11, 2025; discussion and possible action.

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. RE4BC8~1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
PROCLAIMING A LOCAL EMERGENCY AND REQUESTING THE GOVERNOR  
PROCLAIM A STATE OF EMERGENCY  
(PLUMAS COUNTY BLIZZARD & STORM EVENTS)

RESOLUTION 2023- 8767

WHEREAS, the Plumas County Board of Supervisors recognizes that conditions of extreme peril to the safety of persons and property have arisen within Plumas County; caused by the Blizzard that hit the Sierra region and particularly Plumas County, and

WHEREAS, the Blizzard Warning throughout our region originated on Monday, February 26, 2023 through Wednesday, March 1, 2023; and

WHEREAS, another storm warning was in effect for March 4, 2023 through March 6, 2023, and more snow and rain storms are expected throughout March per the national weather service; and

WHEREAS, Plumas County is recovering from the Dixie Fire and many in our region are living in travel trailers and temporary housing through December 31, 2024 due to the loss of 700 homes in our county of 19,915 people. People living in these and other temporary structures are at more risk due to snow loads and freezing conditions; and

WHEREAS, per historical data, areas of Plumas County are close to their max snow loads. Some areas are at or near thresholds for snow load. The average snow load for Almanor Basin is 100 lbs per cubic square foot, some of the last totals are at approximately 80-100 lbs.; and

WHEREAS, Plumas County's only incorporated city had a boil-water-only alert due to freezing temperatures and issues with the water system, affecting 4,500 people; and

WHEREAS, Plumas County's population over 65 years old is 30% - double the State of California's average for this age group - and are less mobile and more vulnerable to these adverse conditions

WHEREAS, staffing is inadequate to cope with removal of the heavy snowfall. Streets remain unplowed due to shortages of essential Public Works employees, causing impacts to essential government services and a hazard for essential emergency first responders; and

WHEREAS, snow removal equipment and other road equipment has been damaged due to the heavy snowfall and while repairs are being attempted, the workload is extreme; and

WHEREAS, due to the significant accumulation of snow from the blizzard and other storms, the predicted rain storms may result in significant flooding; and

WHEREAS, aging HVAC systems throughout County buildings are being stressed and failing in some instances; and

WHEREAS, transportation in the area is significantly disrupted. Highway 70, one of the two major travel corridors is closed indefinitely and has been since the January storms. Highway 80 is sporadically closed as are Highway 32 and 36. Fuel and supplies are a concern. Store shelves are beginning to look bare; and

WHEREAS, schools have seen several days of closure as have County offices due to hazardous travel conditions in the Sierra region; and

WHEREAS, if there were a need for a shelter to open, Plumas residents could not get to it due to snow conditions, unplowed roads and projected heavy snow and rainfall rates.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Plumas, State of California, hereby proclaims that a local emergency exists throughout Plumas County due to the blizzard and snow conditions.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

1. This Proclamation of Existence of a Local Emergency shall be renewed and deemed to continue to exist as provided by state law or until its termination is proclaimed by the Board of Supervisors of the County of Plumas.
2. The Director of Emergency Services for the County of Plumas is hereby designated as the authorized representative of the County of Plumas for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain State and Federal assistance, to include CDAA.
3. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
4. The Director of Emergency Services or his or her designee immediately forward a certified copy of this resolution proclaiming a local emergency with a request that the Governor continue to maintain a State of Emergency for the County of Plumas.
5. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, on March 7, 2023, by the following vote:

AYES Supervisor(s) Goss, McGowan, Hagwood, Ceresola, Engel

NOTES: None

ABSENT: None

Dwight Ceresola  
Dwig Ceresola, Chair  
Plumas County Board of Supervisors

ATTEST



Heidi White  
Clerk of the Board of Supervisors



**PLUMAS COUNTY  
OFFICE OF TREASURER/TAX COLLECTOR  
MEMORANDUM**

---

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

**FROM:** Julie White, Treasurer/Tax Collector

**MEETING DATE:** January 14, 2025

**SUBJECT:** Authorize the Eastern Plumas Fire Protection District to withdraw funds of approximately \$130,230 from the County Treasury due to the annexation to the Beckwourth Peak Fire Protection District and determine a mutually acceptable date of withdraw per Government Code Section 61053 (d); discussion and possible action.

---

**Recommendation:**

Authorize the Eastern Plumas Fire Protection District to withdraw funds of approximately \$130,230 from the County Treasury due to the annexation to the Beckwourth Peak Fire Protection District and determine a mutually acceptable date of withdraw per Government Code Section 61053 (d); discussion and possible action.

**Background and Discussion:**

Government Code 27136 states that a district shall submit a withdrawal request to the County Treasurer who will evaluate the request to ensure withdrawal will not adversely affect the interests of the entire pool. The Eastern Plumas Fire Protection District (EPFPD) has been annexed into the Beckwourth Peak Fire Protection District (BPFPD). With the annexation, the BPFPD will assume all responsibilities of the EPFPD and the EPFPD will no longer exist. The annexation was determined by the fact that EPFPD could no longer support personnel, equipment, and financial responsibilities to serve the district.

Per code a mutually acceptable date of withdrawal must be determined and approved by the Board of Supervisors and BPFPD. I request the mutually acceptable date to be January 14, 2025.

**Action:**

Authorize the Eastern Plumas Fire Protection District to withdraw funds of approximately \$130,230 from the County Treasury due to the annexation to the Beckwourth Peak Fire Protection District and determine a mutually acceptable date of withdraw per Government Code Section 61053 (d); discussion and possible action.

**Fiscal Impact:**

Will remove approximately \$130,230 from the County Treasury pooled funds.

**Attachments:**

None



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Chad Hermann, Undersheriff

**MEETING DATE:** January 14, 2025

**SUBJECT:** Adopt **RESOLUTION** Approving and Ratifying the side letter to the Memorandum of Understanding between the County of Plumas and the Plumas County Sheriff's Employees Association Sheriff's Department Unit; (General Fund Impact) as approved in FY 24/25 recommended budget (7033052/51000); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

---

**Recommendation:**

Adopt **RESOLUTION** Approving and Ratifying the side letter to the Memorandum of Understanding between the County of Plumas and the Plumas County Sheriff's Employees Association Sheriff's Department Unit; (General Fund Impact) as approved in FY 24/25 recommended budget (7033052/51000); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Background and Discussion:**

The negotiation team for the Board of Supervisors and the negotiation team for Plumas County Sheriff's Employees Association have met and conferred in good faith and reached a tentative Side Letter for Article (6.16, SPECIALTY PAY) of the Parties' 2023 to 2025 Memorandum of Understanding for the Sheriff's Department Unit to add a 20% pay incentive for qualified employees in the Deputy Sheriff class who are assigned additional duties as Dispatch Supervisor.

**Action:**

Adopt **RESOLUTION** Approving and Ratifying the side letter to the Memorandum of Understanding between the County of Plumas and the Plumas County Sheriff's Employees Association Sheriff's Department Unit; (General Fund Impact) as approved in FY 24/25 recommended budget (7033052/51000); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Fiscal Impact:**

General Fund Impact, as approved in FY 24/25 recommended budget.

**Attachments:**

1. 4547 FINAL

**RESOLUTION NO. 2025-\_\_\_\_\_**

**RESOLUTION APPROVING AND RATIFYING THE SIDE LETTER TO THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS  
AND THE PLUMAS COUNTY SHERIFF'S EMPLOYEES ASSOCIATION SHERIFF'S  
DEPARTMENT UNIT**

**WHEREAS**, the negotiation team for the Board of Supervisors and the negotiation team for Plumas County Sheriff's Employees Association have met and conferred in good faith and reached a tentative Side Letter for Article (6.16, SPECIALTY PAY) of the Parties' 2023 to 2025 Memorandum of Understandings for the Sheriff's Department Unit to add a 20% pay incentive for qualified employees in the Deputy Sheriff class who are assigned additional duties as a Dispatch Supervisor; and

**WHEREAS**, this resolution shall be retroactive to October 20, 2024, due to ongoing negotiations which provided a justifiable uncertainty regarding compensation; and

**WHEREAS**, the Board of Supervisors has reviewed and concurs with the terms and conditions of the Side Letter to the Memorandum of Understanding for the Sheriff's Department Unit.

**NOW THEREFOR, IT BE RESOLVED** by the Plumas County Board of Supervisors as Follows:

1. Board of Supervisors ratifies and approves the Side Letter to the Memorandum of Understandings for the Plumas County Sheriff's Employees Association, as set forth in the copy of the Side Letter attached to this Resolution as Exhibit A.
2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of this Side Letter to their Memorandum of Understanding and the Board Chair is authorized to execute the Side Letter to the Memorandum of Understanding related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the \_\_\_\_\_ day of January 2025 by the following vote:

AYES: Supervisor(s)

NOES: Supervisors(s)

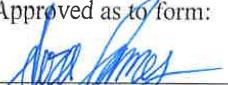
ABSENT: Supervisor(s)

ATTEST:

Chair, Board of Supervisors

Allen Hiskey, Clerk of the Board

Approved as to form:

  
Sara James, Attorney  
County Counsel's Office

# EXHIBIT A

## SIDE LETTER OF AGREEMENT

Plumas County and the Plumas County Sheriffs Employees Association have met and conferred in good faith regarding the establishment of a Dispatch Supervisor incentive. This side letter amends Article 6.16 (Specialty Pay) of the Parties' 2023 to 2025 Memorandum of Understanding for the Sheriff's Department Unit to add the Dispatch Supervisor incentive. The Parties agree to amend Article 6.16 as follows (new content is underlined):

### “ARTICLE 6.16 SPECIALTY PAY:

- (1) Qualified employees in the classification of Deputy Sheriff, who, at the sole discretion of the Sheriff, are assigned the additional duties of a Field Training Officer shall receive additional pay in an amount equal to five percent (5%) of the employee's base wage while so assigned.
- (2) Qualified employees in the classification of Correctional Officer, who, at the sole discretion of the Sheriff, are assigned the additional duties of Jail Training Officers shall receive additional pay in an amount equal to five percent (5%) of the employee's base wage while so assigned.
- (3) Qualified employees in the classification of Sheriff Dispatcher, who, at the sole discretion of the Sheriff, are assigned the additional duties of a Dispatcher Training Officer, shall receive additional pay in an amount equal to five percent (5%) of the employee's base wage while so assigned.
- (4) Employees identified by the Director of Human Resources that have been assigned duties involving regular use of bilingual skills, a stipend of thirty-five dollars (\$35.00) per month shall be provided. Bilingual pay differential shall cease when the position is determined by the Human Resource Director to no longer require the bilingual skills.
- (5) Qualified employees in the classification of Deputy Sheriff, who, at the sole discretion of the Sheriff, are assigned the additional duties of a Dispatch Supervisor shall receive additional pay in an amount equal to twenty percent (20%) of the employee's base wage while so assigned.

This side letter constitutes the Parties' entire agreement regarding the Dispatch Supervisor incentive. All other terms and conditions of the existing MOU will remain in full force and effect during the term of the agreement.

For the Association: Joe King

For the County: Jack L

Date: 12/8/24

Date: 12-4-24



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

---

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

**FROM:** Zachary Gately, Grant Manager

**MEETING DATE:** January 14, 2025

**SUBJECT:** Approve and authorize supplemental budget transfer of \$68,836.70 from CPUC Local Agency - LATA Grant (revenue) 2003044-44036 to CPUC Local Agency - LATA Grant (expenditure) 2003052-521335 to cover the unbudgeted costs associated with the contract; approved by Auditor/Controller; Discussion and possible action. **Four/Fifths roll call vote**

---

**Recommendation:**

Approve and authorize supplemental budget transfer of \$68,836.70 from CPUC Local Agency - LATA Grant (revenue) 2003044-44036 to CPUC Local Agency - LATA Grant (expenditure) 2003052-521335 to cover the unbudgeted costs associated with the contract; approved by Auditor/Controller; Discussion and possible action. **Four/Fifths roll call vote**

**Background and Discussion:**

Plumas County engaged with California Public Utilities Commission on the Local Agency Technical Assistance Grant in November 2022 with the assistance of Golden State Connect Authority. Though the contract was approved, accounts were not set up, therefore not included in the FY25 Budget. This will rectify and allow Plumas County to stay current on the project.

Currently, the project is working on a "hut" in Greenville, including design and engineering, expecting construction in the summer.

**Action:**

Approve and authorize supplemental budget transfer of \$68,836.70 from CPUC Local Agency - LATA Grant (revenue) 2003044-44036 to CPUC Local Agency - LATA Grant (expenditure) 2003052-521335 to cover the unbudgeted costs associated with the contract; approved by Auditor/Controller; Discussion and possible action. **Four/Fifths roll call vote**

**Fiscal Impact:**

no general fund impact

**Attachments:**

1. Item 3.B

**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: 1/6/2025

The reason for this request is (check one):

Dept. No: 20030

Date

1/6/2025

The reason for this request is (check one):		Approval Required
A.	<input checked="" type="checkbox"/>	Board
B.	<input checked="" type="checkbox"/>	Board
C.	<input checked="" type="checkbox"/>	Board
D.	<input type="checkbox"/>	Auditor
E.	<input type="checkbox"/>	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

**SUPPLEMENTAL REVENUE ACCOUNTS**

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

TRANSFER TO OR

**SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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 521335 CPUC Local Agency - LATA Grant 66 836 70

~~RECEIVED~~

JAN 06 2025

~~PLUMAS COUNTY~~  
AUDITOR-CONTROLLER

Total (must equal transfer to total)

66.836.70

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.

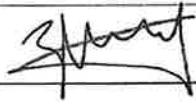
In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Need to pay invoice to partners

B) We have not paid the invoice yet

C) Already late on payment

D) Unknown at time of budgeting

Approved by Department Signing Authority: 

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: 

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

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

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

#### **INSTRUCTIONS:**

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

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

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

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

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



## INVOICE

**Please remit payment to:**

Golden State Connect Authority  
1215 K Street, Ste. 1650  
Sacramento, CA 95814  
(916) 447-4806

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Plumas County  
CPUC Local Agency Technical Assistance (LATA) Grant

Invoice #: PLUM - WP1&2  
Inv. Date: February 25, 2024  
Term: Upon CPUC Reimbursement

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**Expense Description:**

Engineering & Design Costs Tilson Technology UTOPIA Fiber	\$64,890.00
Administrative Costs Golden State Connect Authority	\$ 1,946.70
<b>TOTAL PAYMENT DUE</b>	<b>\$66,836.70</b>

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### **Board of Supervisors**

Dwight Ceresola, Vice Chair 1st District  
Kevin Goss, Chair 2nd District  
Sharon Thrall, 3rd District  
Greg Hagwood, 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 NOVEMBER 8, 2022**

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### **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**

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

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

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

## **CALL TO ORDER/ ROLL CALL**

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

## **PLEDGE OF ALLEGIANCE**

Roni Towery led the Pledge of Allegiance.

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

Supervisor Engel removed Item 4.E.1. from the agenda.

Supervisor Goss, suggested that it could be brought back for discussion at a later date.

## **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.

Catherine Schwarts , a Clinical Supervisor at the Behavioral Health Department commented regarding the loss of staff due to wages and requested an increase in wages due to the increase in health insurance premiums.

Ava Hagwood , a child welfare social worker with Plumas County Social Services commented regarding the unique challenges the County has been faced with over the last 3 years (the Dixie Fire, Covid 19, inflation, and extreme staff shortages). She requested that the County invest in the employees that provide essential services.

Christy read a letter on behalf of Behavioral Health employees.

Thomas McGowan spoke regarding the upcoming Save Lake Almanor Group presentation listed on the agenda. He also commented regarding county staff and public comment over the last three weeks.

Mike Dianda, of the Operating Engineers business representative for the General and mid-management units , commented regarding the status of current negotiations.

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

Willow Vierra, Agricultural Commissioner and Sealer of Weights and Measures, presented the 2021 Agricultural Production report for Plumas County.

Sheriff Todd Johns updated the board regarding another deputy's resignation, and went on to discuss staffing shortages.

Sharon Sousa, Interim Director of Behavioral Health spoke regarding staff shortages and a reduction in services.

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

#### **A. DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on Dixie Fire Collaborative efforts

No members of the Dixie Fire Collaborative were present - no update given.

### **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 4 Hagwood.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

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

#### **A. SHERIFF'S DEPARTMENT**

- 1) Approve and authorize the Chair to sign and ratify a Memorandum of Understanding between the Plumas County Sheriff's Office and the Butte County Sheriff's Office, for provision of Forensic Services; effective November 1, 2022; not to exceed \$20,000.00; approved as to form by County Counsel.

#### **B. PUBLIC HEALTH AGENCY**

- 1) Approve and Authorize the Chair to sign and ratify a Memorandum of Understanding between the Plumas County Public Health Agency and the Plumas County Office of Education to provide school-based Health Education and Prevention Services; effective October 1, 2022; not to exceed \$10,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign an agreement between Plumas County Public Health Agency and Meghan Hynes, Consultant; for services and guidance to build capacity of the Department of Public Health's Harm Reduction services; effective September 15, 2022; not to exceed \$20,000.00; approved as to form by County Counsel.

#### **C. FACILITY SERVICES**

- 1) Approve and authorize the Director of Facility Services & Airports to waive the rental fee for the

Quincy Parent Cooperative Organization's youth fundraiser, to be held on November 18, 2022 from 4pm to 9pm at the Quincy Memorial Hall.

#### **D. BEHAVIORAL HEALTH**

- 1) Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Site Coordinator position.

#### **E. SOCIAL SERVICES**

- 1) Authorize the Director of Social Services to recruit and fill, funded and allocated; 1.0 FTE Social Worker I/II/III Position in the Child Protective Services Program; discussion and possible action.

#### **3. PRESENTATION**

Save Lake Almanor - Mike Wilhoite and Wendy Durkin

The Save Lake Almanor Group spoke on the background regarding the License and the control measures report and requested that the Board of Supervisors approve and authorize the Chair to sign a letter supporting the PG&E draft for additional reasonable water control measures report. Discussion ensued.

#### **4. DEPARTMENTAL MATTERS**

##### **A. PUBLIC HEALTH AGENCY - Dana Loomis**

- 1) Adopt **RESOLUTION** to Amend the FY 2022-2023 County Personnel Allocation to add a 0.5 FTE to the Physician Assistant/Nurse Practitioner position in Budget Unit 70560 and authorize Human Resources to recruit and fill the position; discussion and possible action. **Roll call vote**

**Motion:** Approve Adopt **RESOLUTION No. 22-8740** to Amend the FY 2022-2023 County Personnel Allocation to add a 0.5 FTE to the Physician Assistant/Nurse Practitioner position in Budget Unit 70560 and authorize Human Resources to recruit and fill the position.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

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

- 2) Authorize the Director of Public Health to recruit and fill (1) one Extra-Help Driver position for the

Senior Services program in the Chester division; discussion and possible action.

**Motion:** Approve Authorize the Director of Public Health to recruit and fill (1) one Extra-Help Driver position for the Senior Services program in the Chester division.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

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

**B. PLANNING DEPARTMENT** - Tracey Ferguson

- 1) Approve and authorize Chair to sign letter of support to the Sierra Valley Groundwater Management District (SVGMD) for the grant application to the Department of Water Resources (DWR) for the Sustainable Groundwater Management (SMG) Grant Program's Sustainable Groundwater Management Act (SGMA) Implementation Round 2; discussion and possible action

**Motion:** Approve Approve and authorize the Chair to sign a letter of support to the Sierra Valley Groundwater Management District (SVGMD) for the grant application to the Department of Water Resources (DWR) for the Sustainable Groundwater Management (SMG) Grant Program's Sustainable Groundwater Management Act (SGMA) Implementation Round 2.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

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

- 2) Approve and authorize the Chair to sign a comment letter to Pacific Gas & Electric (PG&E) Company concerning the Rock Creek-Cresta Project, FERC No. 1962, License Condition No. 4.D Additional Reasonable Water Temperature Control Measures Report; discussion and possible action

**Motion:** Approve as amended per Board direction and authorize the Chair to sign an amended comment letter to Pacific Gas & Electric (PG&E) Company concerning the Rock Creek-Cresta Project, FERC No. 1962, License Condition No. 4.D Additional Reasonable Water Temperature Control Measures Report.

**Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **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 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Approve and authorize the Chair to sign consent form acknowledging and accepting the terms of the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) Program; discussion and possible action

**Motion:** Approve and authorize the Chair to sign a consent form acknowledging and accepting the terms of the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) Program; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

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

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

- 1) Approve and authorize the Auditor / Controller to complete budget transfers for fiscal year 2021/2022; transferring to/ from 51XXX accounts to clear up negative wages and benefits in various departments; discussion and possible action. **Four/ fifths roll call vote**

**Motion:** Approve and authorize the Auditor / Controller to complete budget transfers for fiscal year 2021/2022; transferring to/ from 51XXX accounts to clear up negative wages and benefits in various departments, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

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

#### **D. SHERIFFS DEPARTMENT -**

- 1) Approve and authorize the Sheriff, at his discretion , to authorize cell phone allowances for the staff under his command, and approve supplemental budget transfer of \$15,000.00 from Custodial Services Acct. # 520404, \$6,000.00 from Fuel Expenses Acct. # 52102, \$3,000.00 from Special Dept. Expense Acct. 524400, and \$2,880.00 from Medical Service Acct. # 521980 into Cell Phone Allowance Acct. #51120 to fund proposed cell phone allowances; discussion and possible action. **Four/ fifths roll call vote**

**Motion:** Approve and authorize the Sheriff, at his discretion , to authorize cell phone allowances for the staff under his command, and approve supplemental budget transfer of \$15,000.00 from Custodial Services Acct. # 520404, \$6,000.00 from Fuel Expenses Acct. # 52102, \$3,000.00 from Special Dept. Expense Acct. 524400, and \$2,880.00 from Medical Service Acct. # 521980 into Cell Phone Allowance Acct. #51120 to fund proposed cell phone allowances; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

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

#### **E. COUNTY COUNSEL - Gretchen Stuhr**

- 1) Approve and authorize County Counsel to move forward with minor remodel and carpet cleaning of 1446 E. Main Street Building; discussion and possible action.

**This matter was removed from the agenda as requested by Supervisor Engel. Supervisor Goss stated that this matter would be discussed and brought back before the Board at a later date.**

### **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 December 6, 2022

**Motion:** Approve to continue 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 December 6, 2022,

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

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

## **B. CORRESPONDENCE**

Supervisor Hagwood received correspondence regarding cemetery district business, traffic safety on Quincy Junction Roads and correspondence regarding the Chinese Cemetery on Cemetery Hill.

Supervisor Thrall received the usual correspondence, and reported that there was nothing out of the ordinary to report.

Supervisor Engel received correspondence regarding Lake Almanor; 5102; business webinars, and workshops; correspondence regarding Dixie Fire Home Rebuilds.

Supervisor Ceresola received correspondence regarding fire control; work on the consolidation of the fire department districts;

Supervisor Goss received correspondence regarding the Crescent Mill Cemetery; rebuilding and fire sprinkler, and solar panel building code requirements; and the usual correspondence around the community.

## **C. INFORMATIONAL ANNOUNCEMENTS**

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

Reported by Supervisor Hagwood regarding matters related to County Government, and include local business interests regarding Dame Shirley Plaza; attended the Community Development, and reported on his Radio program.

Reported by Supervisor Thrall regarding matters related to County Government, there were no meetings scheduled. ("quiet")

Reported by Supervisor Engel regarding matters related to County Government, and include the RSF Working Group Meeting.

Reported by Supervisor Ceresola regarding matters related to County Government, nothing to report ("quiet")

Reported by Supervisor Goss regarding matters related to County Government and include the RSF meeting with the infrastructure folks, attended a check-in with long term recovery group; and the Plumas County Partners Zoom Meeting.

## **6. CLOSED SESSION**

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

A. Personnel: Public employee performance evaluation – Museum Director (Board Only)

B. Conference with real property negotiator, regarding facilities: Dame Shirley Plaza, APN 115-053-001

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 pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (2 cases)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3 cases)
- G. 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
- H. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070

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

Supervisor Goss reported that no reportable action was taken in the Closed Session.

**ADJOURNMENT**

Adjourn meeting to Tuesday, November 29, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

Adjourned meeting to Tuesday, November 29, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

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

**FROM:** Tracey Ferguson, Director of Planning

**MEETING DATE:** November 8, 2022

**SUBJECT:** Approve and authorize the Chair to sign consent form acknowledging and accepting the terms of the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) Program; discussion and possible action

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**Recommendation**

Authorize the Chair to sign a consent form acknowledging and accepting the terms of the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) Program

**Background and Discussion**

With the enactment of Senate Bill (SB) 156 in July 2021, six billion dollars (\$6,000,000,000) was allocated to CPUC for broadband deployment across four program areas, including the Local Agency Technical Assistance (LATA) Fund (\$50 Million) provided to eligible local agencies (including counties).

By direction of the Board of Supervisors on August 16, 2022, Plumas applied for \$500,000 in LATA grant funding. No local match was required.

The scope of work for the Plumas LATA planning application is to cover 100% of pre-deployment project costs that advance the deployment of open access public broadband infrastructure via construction-ready high- and low-level network designs, including a feasibility study for broadband service 'gaps' to identify the unserved and underserved areas of the County currently not covered or partially covered by existing broadband service providers.

On October 17, 2022, the California Public Utilities Commission (CPUC) sent Plumas an award letter (see attachment) stating: Congratulations! The California Public Utilities Commission is pleased to inform you that the County of Plumas's application for Local Agency Technical Assistance grant funding for County of Plumas Broadband Network Design in the amount of up to \$500,000.00 has been approved.

Once approved, Plumas has 30 days to accept the grant. If not accepted within 30 days, it is deemed not approved and the award is void.

A Consent Form (see attachment) binds Plumas County to the terms of the LATA grant funding and a State of California Government Agency Tax Payer ID Form for tax reporting purposes must be submitted. The Consent Form is approved as to form by County Counsel and ready to execute. Planning Department staff will prepare and submit the State of California Government Agency Tax Payer ID Form with the grant acceptance transmittal.

The next step is to execute a Memorandum of Understanding (MOU) with the Golden State Connect Authority (GSCA) for the management of the grant and project development. GSCA will then contract with two professional firms (Tilson Technology and UTOPIA Fiber) for the development of the individual Plumas County network designs, oversee the development of work product, manage the grant cash flow, and provide required grant reports to Plumas for timely submittal to and reimbursement from CPUC. Planning Department staff will be back before the Board of Supervisors in December 2022 with the GSCA MOU and associated contractual

documents for consideration and execution.

**Action:**

Approve and authorize Chair to sign consent form acknowledging and accepting the terms of the CPUC LATA Program

**Attachments:**

1. County of Plumas LATA Award Letter 10.17.22
2. County of Plumas LATA Consent Form 11.8.22



PUBLIC UTILITIES COMMISSION  
STATE OF CALIFORNIA  
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102  
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

October 17, 2022

Tracey Ferguson  
traceyferguson@countyofplumas.com  
County of Plumas Broadband Network Design

Dear Tracey Ferguson,

Congratulations! The California Public Utilities Commission is pleased to inform you that the County of Plumas's application for Local Agency Technical Assistance grant funding for County of Plumas Broadband Network Design in the amount of up to \$500,000.00 has been approved.

Pursuant to Decision (D.) 22-02-026, Staff is authorized to approve applications that meet all the criteria for Ministerial Review. Your application was received in our August 2022 application window and was posted on the CPUC's Local Agency Technical Assistance webpage. Staff reviewed your application and determined that your application is eligible for a grant and meets eligibility criteria for Ministerial Review.

The award is predicated on the County of Plumas' agreement to provide technical assistance as detailed in its application. In its application, the County of Plumas agreed to comply with the specified Ministerial Review criteria as well as to fulfill all requirements, guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026 including but not limited to execution and performance, payment, reporting and award acceptance requirements listed in Attachments 1 and 2 of this letter. Please sign and submit the following: 1. A Consent Form binding your organization to the terms of the grant and 2. A State of California Government Agency Tax Payer ID Form for tax reporting purposes. **You must submit these documents within 30 days of the date of this letter. If you do not, this award is void.**

Thank you for your application and please direct any questions to **John Baker** ([john.baker@cpuc.ca.gov](mailto:john.baker@cpuc.ca.gov)). and/or refer to the Grantee Administrative Manual, available at <https://bit.ly/CPUCLATA>.

We appreciate your efforts to provide service to our fellow Californians.

Sincerely,

Robert Osborn  
Director  
Communications Division

**ATTACHMENT 1**

**Requirements**

The grant award is predicated on the County of Plumas's agreement to provide technical assistance as detailed in its application. In its application, the County of Plumas agreed and attested to comply with the specified Ministerial Review criteria as well as fulfilling all requirements guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026, including but not limited to execution and performance, payment, reporting and award acceptance requirements. Key requirements of Local Agency Technical grant include, among others:

- All costs are related to the development of broadband network deployment projects to benefit unserved or underserved Californians. These projects may include, but are not limited to, the costs of joint powers authority formation, environmental studies, network design, and engineering study expenses.
- Grant may not exceed \$500,000 per local agency, per fiscal year
- A signed affidavit agreeing to comply with the terms, conditions and requirements of the grant and submits to the jurisdiction of the Commission with respect to the disbursement and administration of the grant as well as applicable state and federal rules concerning broadband services.
- Grantee must sign a Consent Form agreeing to the terms stated in the award letter as well as all Local Agency Technical Assistance Rules and Requirements, Guidelines and Application Materials in D.22-06-026.
- Grantee must complete the reimbursable work product within 24 months.
- Grantee must provide Staff a copy of the final reimbursable work product.

**Reporting**

The grant award is contingent upon fulfilling the reporting requirements per D.22-06-026, Attachment 1.

SB 156 requires grantees to fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if they are using a licensed contractor or subcontractor\* to undertake a contract or subcontract in excess of twenty-five thousand dollars (\$25,000). The Commission is required to post that information on its website. Specifically, SB 156 requires the following to be reported to the Commission on a monthly basis:

- The name and contractor's license number of each licensed contractor and subcontractor undertaking a contract or subcontract in excess of twenty-five thousand dollars (\$25,000) to perform work on a project funded or financed pursuant to this section.

- The location where a contractor or subcontractor described in subparagraph (A) will be performing that work.
- The anticipated dates when that work will be performed.

\*Licensed contractor or subcontractor means any contractor that holds a California state license through the contractor's state license board (<https://www.cslb.ca.gov/>).

#### **Post-completion**

Upon completion of the reimbursable work product and before final payment, Grantees must:

- Provide a signed completion form stating the technical assistance work has been completed suitable to be posted on the Commission's webpage. The signed completion form must be provided prior to final payment and must include a short summary of the reimbursable work product(s) performed under the contract, including demonstration that the reimbursable work product(s) identify broadband infrastructure deployment projects that will help achieve the CASF deployment goal, and identification of the area(s) where the applicant intends to deploy broadband based on the reimbursable work product(s).

Provide a copy of each reimbursable work product's final report(s), plans, studies, etc. produced under the contract.

#### **Payment**

Payment will be made directly to the local agency as the grant recipient. Local agency grantees may request partial reimbursement if they complete one or more of the approved reimbursable work products prior to completion of other reimbursable work products approved in the same grant authorization. Payment will be based upon receipt and approval of an invoice(s) submitted by the local agency showing the expenditures incurred for the reimbursable work product, along with the reimbursable work product final report/study/joint powers agreement, etc., and the completion reporting required above. The invoice(s) must be supported by documentation including but not limited to the actual cost of labor and any other expense that will be recovered by the grant.

To the extent that any portion of an award was used to reimburse a local agency for administrative costs associated with securing or completing a reimbursable work product, the local agency must submit an itemized accounting of such costs, demonstrating the total requested for reimbursement does not exceed 15 percent of the total authorized award. If any portion of reimbursement is found to be out of compliance, grantees will be responsible for refunding any disallowed amount along with appropriate interest rates determined in accordance with applicable Commission decisions. Grantees are required to maintain records such as files, invoices, and other related documentation for five years after final payment. Grantees shall make these records and invoices available to the Commission upon

request and agree that these records are subject to a financial audit by the Commission at any time within five years after the final payment made to a grantee.

**Execution and Performance**

The County of Plumas must complete the project within the 24-month timeframe in accordance with the terms of approval granted by the Commission. If the Grantee is unable to complete project within the 24-month timeframe, it must notify the Commission or Director of Communications Division as soon as it becomes aware of this prospect. The Commission may reduce or withhold payment for failure to satisfy this requirement. In the event that the Grantee or contractor fails to complete the work in accordance with the approval granted by the Commission, and as described in its application and contract, the Grantee must reimburse some or all of the funds it has received.

The County of Plumas must sign and submit the linked [Consent Form](#) agreeing to the terms of the award **within 30 calendar days from the date of this letter**. Failure to submit the Consent Form within the timeframe required, the CPUC will deem the grant or award null and void.

The County of Plumas must communicate in writing to the Communications Division's Director regarding any changes to the substantive terms and conditions underlying the Commission's approval of the grant (such as changes to a reimbursable work product contract, work plan or budget) at least 30 days before the anticipated. Substantive changes may require approval by either the Communications Division Director or by Commission Resolution before becoming effective.

The Commission has the right to conduct any necessary audit, verification, and discovery for work proposed or completed under the technical assistance to ensure that funds are spent in accordance with Commission rules and with the terms of approval by the Commission.

**Attachment 2**

**Local Agency Broadband Technical Assistance  
Reporting Requirements and Guidelines**  
Version October 2022

The Local Agency Technical Assistance program provides grants for eligible pre-construction work which facilitates the construction of broadband network projects. When the California Public Utilities Commission (CPUC) established the technical assistance grant program, the program was funded with American Rescue Plan Act monies administered by the U.S. Treasury. The source of technical assistance funding has changed. This guidance outlines grantee reporting.

The Commission issued [Decision \(D.\) 22-02-026](#) establishing program requirements for the Local Agency Technical Assistance Grant Program.

Grantees must file **quarterly** progress reports to the Commission with the below information.

*Narrative Project Information*

- 1.1 The counties, cities and census designated places where households, businesses, and community anchor institutions are planned to be served by the broadband project.
- 1.2 Confirmation that the technical assistance is designed to support projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
- 1.3 Statement of intention about the pricing plans for projects that the technical assistance will support, such as offering of affordable plan or low-income plan subsidized with other funding (ACP).
- 1.4 Information on broadband need in the project area.
- 1.5 Statement describing the community benefits of broadband technical assistance.

*Detailed Project Information*

- 2.1 Individual work products granted by the program.
  - Dollars/hours expended per task/work product.
- 2.2 Estimated construction start date (month/year).
- 2.3 Estimated construction completion date (month/year).
- 2.4 Estimated initiation of operations date (month/year).
- 2.5 Planned project technology type(s):
  - Fiber
  - Coaxial Cable
  - Terrestrial Fixed Wireless
  - Other (specify)
- 2.6 Estimated total miles of fiber to be deployed.

2.7 Planned number of locations to be served, broken out by type:

- Residential locations
- Business connections
- Community anchor institutions

2.8 Planned non-promotional prices including associated fees, speed tiers, and data allowance for each speed tier.

2.9 Other data on broadband need, by location.

#### Submission

To assist grantees with the filing of quarterly progress reports to the Commission, a sample of the reporting requirements is found in Attachment A of this document.

Planned project information listed in Attachment A should be submitted on a quarterly basis to the Commission's email at [StatewideBroadband@cpuc.ca.gov](mailto:StatewideBroadband@cpuc.ca.gov). Grantees need to include in the email subject line:

1. Application Name
2. Project Name
3. The Reporting Quarter/Month

Updated quarterly project submissions are required to be sent by the due dates shown below. Grantees are responsible for contacting the Commission at [StatewideBroadband@cpuc.ca.gov](mailto:StatewideBroadband@cpuc.ca.gov), if the information cannot be submitted on time.

Reporting Period	Project Information Due to CPUC
October 1 – December 31, 2022	January 2, 2023
January 1 – March 31, 2023	April 1, 2023
April 1 – June 30, 2023	July 1, 2023
July 1 – September 30, 2023	October 1, 2023
October 1 – December 31, 2023	January 2, 2024
January 1 – March 31, 2024	April 1, 2024
April 1 – June 30, 2024	July 1, 2024
July 1 – September 30, 2024	October 1, 2024
October 1 – December 31, 2024	January 2, 2025
January 1 – March 31, 2025	April 1, 2025
April 1 – June 30, 2025	July 1, 2025
July 1 – September 30, 2025	October 1, 2025
October 1 – December 31, 2025	January 2, 2026
January 1 – March 31, 2026	April 1, 2026

April 1 – June 30, 2026	July 1, 2026
July 1 – September 30, 2026	October 1, 2026
October 1 – December 31, 2026	February 1, 2027

#### Additional Information

Reporting requirements and guidelines are subject to change, and CPUC or the Commission may define additional requirements on CPUC's [website](#).

These requirements, in spreadsheet format, are available at: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/technical-assistance-reporting-requirements-oct-2022.pdf>

**California Public Utilities Commission  
Local Agency Technical Assistance Program**

**CONSENT FORM  
Acknowledgement and Acceptance of Terms**

Applicant Name: County of Plumas

Key Project Contact: Tracey Ferguson, Planning Director

Telephone Number: 530-283-6214

Email Address: traceyferguson@countyofplumas.com

The Grantee identified above acknowledges receipt of the California Public Utilities Commission Award Letter Dated October 17, 2022 and agrees to comply with all grant terms, conditions, and requirements set forth in the Approval Letter including those in the Local Agency Technical Assistance Rules.

Undersigned representative of the County of Plumas is duly authorized to execute this Consent Form on behalf of the Grantee and to bind the Grantee to the terms, conditions, and requirements set forth in California Public Utilities Commission Award Letter.

Dated this 8th day of NOVEMBER, 2022.

Signature of Local Agency:

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Title: Chair of the Board of Supervisors

Printed Name: Kevin Goss

Organization or Name of Local Agency: County of Plumas

Business Address (include street address, suite/apt. number, city, state, and ZIP Code):

Plumas County Board of Supervisors  
c/o Clerk of the Board  
520 Main Street, Room 309  
Quincy, CA 95971

Telephone Number: 530-283-6170

Email Address: kevin.goss4district2@gmail.com