



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, Chair 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, 5<sup>th</sup> District

### **AGENDA FOR REGULAR MEETING OF JULY 12, 2022 TO BE HELD AT 10:00 A.M.**

**IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, 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.

## **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.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, 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 social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. 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)

10:00 A.M. **CALL TO ORDER/ROLL CALL**

**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. DIXIE FIRE COLLABORATIVE**

Report, update and discussion on Dixie Fire Collaborative efforts

### **2. CONSENT AGENDA**

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

#### **A. AUDITOR/ CONTROLLER**

Approve and authorize the Chair to sign corrected Agreement between Plumas County Auditor/Controller's Office and Rodney Craig Goodman Jr.; following Board approval on June 14, 2022, Mr. Goodman reviewed consulting service Agreement and found that corrections were needed to Mr. Goodman's address, and Exhibit B, fee schedule; not to exceed \$130,000.00; approved as to form by County Counsel. [View Item](#)

#### **B. BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Restpadd-Red Bluff; providing psychiatric services for individuals experiencing psychiatric episodes or crisis' who require rehabilitation services in a non-hospital setting; effective July 1, 2022; not to exceed \$150,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Restpadd-Redding; providing psychiatric services for individuals experiencing psychiatric episodes or crisis' who require rehabilitation services in a non-hospital setting; effective July 1, 2022; not to exceed \$100,000.00; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Willow Glen Care Center; providing psychiatric services for adults and elderly individuals with acute psychiatric conditions requiring rehabilitation services; effective July 1, 2022; not to exceed \$340,000.00; approved as to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and North Valley Behavioral Health; providing a locked psychiatric facility for individuals with acute psychiatric conditions requiring rehabilitation services; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel. [View Item](#)
- 5) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Franks Garage LLC, for maintenance of Behavioral Health vehicles; effective July 1, 2022; not to exceed \$9,999.00; approved as to form by County Counsel. [View Item](#)
- 6) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Languagers INC, to provide American Sign Language (ASL), and other language interpretation as assigned; effective July 1, 2022; not to exceed \$9,999.00; approved as to form by County Counsel. [View Item](#)

#### **C. CLERK-RECORDER**

- 1) Adopt **RESOLUTION** authorizing the Plumas County Clerk to consolidate a special bond measure for the Seneca Healthcare District with the November 8, 2022 California General Election, authorizing the issuance and sale of general obligation bonds for the purpose of raising funds for improvement of the Seneca Healthcare facilities. [View Item](#)
- 2) Authorize the Clerk to perform all duties required in conducting said election and recover expenses for any election service performed for the Seneca Healthcare District. [View Item](#)

**D. COUNTY COUNSEL**

Approve and authorize the Chair to sign and ratify Agreement between Plumas County and Robert D. McIlroy; to provide legal representation to conservatees and proposed conservatees in Probate and L.P.S. proceedings; effective July 1, 2022; compensation payable in the amount of \$1,150.00 per month; approved as to form by County Counsel. [View Item](#)

**E. INFORMATION TECHNOLOGY**

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

**3. DEPARTMENTAL MATTERS**

**A. PLANNING**

**PRESENTATION:** Long-Term Recovery Planning Process with Megan Walton, Governor's Office of Emergency Services (Cal OES) and Tom O'Sullivan, Federal Emergency Management Agency (FEMA) Community Planning & Capacity Building (CPCB) Recovery Support Function (RSF) Coordinators.

**4. BOARD OF SUPERVISORS**

- A. **TIME CERTAIN 1:00 P.M.** Interview of Applicant to fill vacancy of Plumas County Auditor/Controller; created by the resignation of Roberta Allen, effective January 31, 2022.
- B. Discussion and possible action to fill vacancy of Plumas County Auditor/ Controller.
- C. Correspondence
- D. 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 – Lindsay Fuchs, County Librarian
- B. Personnel: Public employee performance evaluation – Tracey Ferguson, Planning Director
- C. **Time Certain 2:00** Public employee appointment or employment – Director of Risk Management and Safety.
- D. Public employment or appointment – County Administrative Officer
- E. Public employment or appointment – Grant Manager; discussion and direction to staff
- F. 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
- G. Conference with Legal Counsel: Existing litigation In Re Purdue Pharma, L.P., et al., Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) as tied to the following 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: Significant exposure to litigation pursuant to Subdivision (d)(2) and €(1) of Government Code Section 54956.9

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, July 19, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

# PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6249 • FAX (530) 283-6442  
MARTEE GRAHAM ACTING • AUDITOR / CONTROLLER



**Date:** 7/1/2022  
**TO:** HONORABLE BOARD OF SUPERVISORS  
**FROM:** MARTEE GRAHAM- ACTING AUDITOR/CONTROLLER  
**SUBJECT:** Approve corrections to the contract with Rodney Craig Goodman Jr.

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**Recommendation:**

Approve the corrections to the contract with Rodney Craig Goodman Jr., approved on June 14, 2022.

**Background:**

The contract for consulting services with Plumas County Auditor's office and Rodney Craig Goodman Jr., was approved on June 14, 2022. After reviewing with Mr. Goodman corrections needed to be made to page 4 item 21 address for Mr. Goodman.

Exhibit B fee schedule should have read contractor shall charge \$250 per hour for services under this Agreement instead of \$200 per hour. The total compensation under this Agreement shall stall the same not to exceed One Hundred Thirty Thousand and no/100 Dollars. (\$130,000.00).

**MARTEE GRAHAM**  
*Plumas County Acting Auditor/Controller*

## Services Agreement

This Agreement is made as of May 27, 2022, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and Rodney Craig Goodman, Jr., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00).
3. Term. The term of this agreement shall be from June 20, 2022, through December 31, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 20, 2022 to the date of approval of this Agreement by the Board of Supervisors
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. General liability coverage with a minimum per occurrence limit of One Million Dollars (\$1,000,000).
  - b. Professional liability coverage with a minimum per occurrence limit of two-hundred fifty thousand Dollars (\$250,000), with a Two-Hundred Fifty Thousand Dollars (\$250,000) aggregate.
  - c. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of Fifty Thousand dollars (\$50,000) per person and One Hundred Thousand Dollars (\$100,000) per accident, as well as a minimum property damage limit of Fifty Thousand Dollars (\$50,000) per accident.
  - 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's

insurance shall be primary insurance in respect to 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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

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

County:

Martee H. Graham, Acting Auditor/Controller  
County of Plumas  
520 Main Street, Room 205  
Quincy, CA 95971  
Attention: Martee H. Graham

Contractor:

Rodney Craig Goodman Jr., CPA  
8788 Elk Grove Blvd., Suite 1-N  
Elk Grove, CA 95624

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.

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

**CONTRACTOR:**

Rodney Craig Goodman Jr.,  
an individual

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Board of Supervisors  
Date signed:

**ATTEST:**

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

Approved as to form:



Joshua Breckel  
Deputy County Counsel I

6/9/2022

\_\_\_\_\_COUNTY INITIALS

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

## **EXHIBIT A**

### **Scope of Work**

- Assist the Auditor-Controller's Office in creating and maintaining a year-end closing process.
- Assist the Auditor-Controller's Office in providing year-end training to departments that will facilitate the year-end data collection and verification process.
- Assist the Auditor-Controller's Office to identify, compile, and record all closing entries while maximizing the use of the County of Plumas' accounting system data for the preparation of full disclosure financial statements for FY 2021-2022 in compliance with generally accepted accounting principles.
- Provide general training to staff of the Auditor-Controller's Office on year-end closing, reporting and other processes.
- Assist the Auditor- Controller's Office with 2021 Audit with Smith and Newell
- Assist the Auditor- Controller's Office with GASB and OBEP reporting.
- Other professional services as mutually agreed upon between Contractor and County.

**EXHIBIT B**

**Fee Schedule**

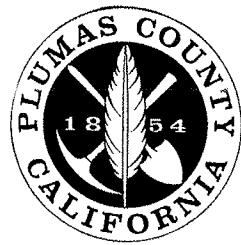
Total compensation under this Agreement shall not exceed One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00).

Contractor shall charge \$250 per hour for services provided under this Agreement, inclusive of all expenses unless expressly authorized by County in writing prior to the occurrence of such expense.

Contractor shall submit an invoice to County on a monthly basis. County shall reimburse Contractor within fifteen (15) days of receipt of undisputed invoice.

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045



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Sharon Sousa - Interim Director

DATE: July 12, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa Behavioral Health Interim Director 

SUBJECT: Consent Agenda

### **Recommendation**

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$150,000.00 Agreement with Restpadd-Redding.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$100,000.00 Agreement with Restpadd-Red Bluff
3. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$340,000.00 Agreement with Willow Glen Care Center.
4. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign \$50,000.00 Agreement with North Valley Behavioral Health
5. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$9,999.99.99 Agreement with Frank's Garage LLC.
6. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$9999.00 Agreement with Languagers Inc.

### **BACKGROUND AND DISCUSSION:**

1. Restpadd-Redding is a psychiatric health facility, serving individuals experiencing acute psychiatric episodes or crisis' who require rehabilitation services in a non-hospital setting. This agreement has been approved to form by County Counsel.
2. Restpadd-Red Bluff is a psychiatric health facility, serving adult and children experiencing acute psychiatric episodes or crisis' who require rehabilitation services in a non-hospital

setting. This agreement has been approved to form by County Counsel.

3. Willow Glen Care Center is a psychiatric rehabilitation facility for adults and elderly individuals with acute psychiatric conditions. This amendment has been approved to form by County Counsel.

4. North Valley Behavioral Health is a locked psychiatric health facility for individuals with acute psychiatric conditions requiring rehabilitation services. This amendment has been approved to form by County Counsel.

5. The contract with Frank's Garage for county vehicle maintenance. This agreement has been approved to form by County Counsel.

6. During the terms of this Agreement, Languagers Inc. agrees to provide Behavioral Health with American Sign language interpretation, other language interpretations and translations verbal and or written into English, and or other languages as assigned.

**FINANCIAL IMPACT:** There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

PCBH2223 RESTPADD-REDDING-INC

## **Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Restpadd Incorporated, Redding (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 \$150,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract.
3. Term. The term of this Agreement commences July 1, 2022 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Restpadd Incorporated, Redding from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no

COUNTY INITIALS

further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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

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

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

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

County:

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

Contractor:

Robert Edgar  
Secretary  
Restpadd Inc., Redding  
2750 Eureka Way  
Redding, CA 96001

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. 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.
27. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
28. The attached BAA is incorporated by this reference and made to protect this agreement.

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

**CONTRACTOR:**

Restpadd Incorporated, Redding

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

Name: Robert Edgar

Title: Secretary

Date signed:

**COUNTY:**

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

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

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

**ATTEST**

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

Name: Heidi White

Title: Clerk of the Board

Date signed:

Approved as to form:



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

6/29/2022

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

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

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Restpadd Incorporated, Redding, referred to herein as Business Associate (“BA”), dated July 1, 2022.

### RECITALS

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

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

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

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

### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Termination**

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

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

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

#### **4. Disclaimer**

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

#### **5. Certification**

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

#### **6. Amendment**

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

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

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

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

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

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

### **9. Interpretation**

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

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

#### **COVERED ENTITY**

Name: Sharon Sousa

Title: Behavioral Health Interim Director

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

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

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

#### **BUSINESS ASSOCIATE**

Name: Robert Edgar

Title: Secretary

Address: 2750 Eureka Way  
Redding, CA 96001

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

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

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

### **SERVICES TO BE PROVIDED**

**FEE FOR SERVICE ACCESS:** CONTRACTOR will provide COUNTY access to bed space on a first come, first serve, "Fee for Service" basis. COUNTY agrees to pay the all-inclusive "fee for service" daily rate from the day of admission to the day of discharge, excluding the day of discharge.

CONTRACTOR shall provide acute psychiatric inpatient care to clients referred by COUNTY under the general direction of the medical director and clinical director.

COUNTY is eligible to receive Medi-Cal reimbursement from the State of California, Department of Mental Health for these bed days. COUNTY may place either male or female patients at CONTRACTOR's psychiatric health facilities (PHF).

The County Mental Health Managed Care Plan will determine the appropriateness of placement based on clinical medical necessity criteria. CONTRACTOR will make every reasonable effort to arrange its occupied bed days to permit COUNTY to place a patient at any time in accordance with agreed upon admission criteria.

### **PROGRAM**

Restpadd Psychiatric Health Facility operates a Psychiatric Health Facility (PHF) providing therapeutic and rehabilitation services in a non-hospital, 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis whose physical health needs can be met by an affiliated hospital or an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of patient's functioning ability and transitional planning with appropriate referrals. It is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

Restpadd PHF plans to accept "involuntary" adult patients who are referred from Plumas County Mental Health agency and subject to utilization review criteria for medical and service necessity.

Patients will be discharged or transferred from this facility when:

- The patient has successfully completed a treatment plan and no longer meets medical or service necessity criteria
- The patient no longer meets the criteria for an involuntary hold
- The patient needs a higher level of medical or psychiatric care.

It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the county of origin for placement or other disposition.

Transportation from COUNTY to hospital and upon discharge from the hospital to COUNTY will be the responsibility of and expense of COUNTY. All aftercare arrangements will be the responsibility of the COUNTY. COUNTY, before transporting and admitting a patient into the hospital will make prior arrangement with CONTRACTOR and obtain permission for admission. It is further understood and agreed that COUNTY will arrange for transportation back to COUNTY of all patients within 24 hours of termination of the 72-hour or 14-day Certification period in which CONTRACTOR may legally retain those involuntary patients that COUNTY refers to CONTRACTOR

Restpadd PHF has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs.

**EXHIBIT B - FEE SCHEDULE**

**Fiscal year 2022/2023 Rates**

**Adults            \$1070.00 per day**

**INVOICING AND PAYMENT:**

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

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

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

- 17 -

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

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Restpadd Health Corporation, Red Bluff (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 \$100,000.00  
CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences July 1, 2022 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Restpadd Health Corporation, Red Bluff, from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

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

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Robert Edgar  
Secretary  
Restpadd Health Corporation, Red Bluff  
925 Walnut  
Red Bluff, CA 96080

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. 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.
27. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
28. The attached BAA is incorporated by this reference and made to protect this agreement.

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

**CONTRACTOR:**

Restpadd Health Corporation, Red Bluff

By: \_\_\_\_\_  
Name: Robert Edgar  
Title: Secretary  
Date signed:

**COUNTY:**

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

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

Name: Sharon Sousa  
Title: Behavioral Health Interim Director  
Date signed:

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Board of Supervisors  
Date signed:

**ATTEST**

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

Approved as to form:

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

6/29/2022

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

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

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Restpadd Health Corporation, Red Bluff, referred to herein as Business Associate (“BA”), dated July 1, 2022

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Termination

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

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

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

#### **4. Disclaimer**

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

#### **5. Certification**

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

#### **6. Amendment**

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

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

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

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

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

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

#### **9. Interpretation**

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

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

#### **COVERED ENTITY**

Name: Sharon Sousa

Title: Behavioral Health Interim Director

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

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

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

#### **BUSINESS ASSOCIATE**

Name: Robert Edgar

Title: Secretary

Address: 2750 Eureka Way  
Redding Ca 96001

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

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

## EXHIBIT A - SCOPE OF WORK

### 1. SCOPE OF SERVICES:

#### a. Fee for Service Access:

Contractor will provide County access to a bed space on a first come, first serve “Fee for Services” basis. County agrees to pay the all-inclusive “fee for service” daily rate as set forth in Section 2 below from the day of admission to the day of discharge.

County is eligible to receive Medi-Cal reimbursement from the State of California, Department of Health Care Services for these bed days. County may place either Adult or Children patients at Contractor’s psychiatric health facility (PHF).

The county Adult System of Care will determine the appropriateness of placement based on clinical medical necessity criteria.

#### b. Program:

Restpadd Psychiatric Health Facility operates a Psychiatric Health Facility (PHF) providing therapeutic and rehabilitation services in a non-hospital 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can be met by an affiliated hospital or in an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual’s mental health status, stabilization and maintenance of the mental health condition, improvement of patient’s functioning ability, and transitional planning with appropriate referrals. It is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

Restpadd PHF plans to accept “involuntary” and “voluntary” adult or children patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring county Adults System or Care and subject to utilization review criteria for medical and service necessity.

Patients will be discharged or transferred from this facility when: 1) the patients has successfully completed a treatment plan and no longer meets medical or service necessary criteria, 2: the patient no longer meets criteria for an involuntary hold, or 3) the patients’ needs a higher level of medical or psychiatric care. It is

expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the county of origin for placement or other disposition.

Transportation from COUNTY to hospital and upon discharge from the hospital to COUNTY will be the responsibility of and expense of COUNTY. All aftercare arrangements will be the responsibility of the COUNTY. COUNTY, before transporting and admitting a patient into the hospital will make prior arrangement with CONTRACTOR and obtain permission for admission. It is further understood and agreed that COUNTY will arrange for transportation back to COUNTY of all patients within 24 hours of termination of the 72-hour or 14-day Certification period in which CONTRACTOR may legally retain those involuntary patients that COUNTY refers to CONTRACTOR

Restpadd Psychiatric Health Facility has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs. Other than the case of a health emergency, where an urgent referral is needed. Restpadd Psychiatric Health Facility (PHF), shall obtain approval of the County contract administrator before referring and transferring the patient to a different placement.

This psychiatric program is designed for the treatment of adult and children patients, with primary psychiatric diagnosis. The following patients are excluded:

1. Patients who have the primary diagnosis of an eating disorder (anorexia nervosa or bulimia) as defined in Section 1254.5(b) of the California Health and Safety Code.
2. Patients who have the primary diagnosis of chemical dependency, chemical intoxication, or chemical withdrawal.
3. Individuals with major mental disorders will not be admitted if their treatment requires medical interventions beyond the level appropriate to a psychiatric health facility, including:
  - a. Detoxification from substance abuse
  - b. Treatment for substance induced delirium
4. Disorders caused by chronic organic brain dysfunction.
5. Behavioral, cognitive and/or physical impairment which would render the patients unable to function at a minimally acceptable level within the treatment program, such as a medically unstable patient whose safety requires treatment in a medical surgical hospital.

6. Those who meet criteria for less restrictive treatment.
  - c. Average Length of Stay

The length of stay at the Restpadd PHF is planned to meet the acute psychiatric needs of the patients referred to the program. Restpadd PHF will accept both voluntary and involuntary patients who meet the admission criteria for the program.

It is expected that many of the patients referred to Restpadd PHF will be on an involuntary hold, which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity.

To continue treatment, a patient must either agree to be treated on a voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority.

It is anticipated that the average length of stay at the PHF will be between 3 to 5 days. Stays of less than three days, or longer than 5 days, will be dependent on the individual needs of the patient. In all cases, individual care will be coordinated with the County Contract Manager. Discharge planning and aftercare will be coordinated with the patient's referring agency/caseworker to ensure post-discharge placement, medication support, and social, vocational, and educational services as appropriate.

Restpadd PHF is responsible for coordinating the logistics for certification review involuntary medication, and writ hearings. County is not responsible for providing staff for advocacy during these hearings or associated costs for these hearings.
  - d. Admission Process

Upon receipt of physician's orders and signed consent for treatment (or 5150), the patients meeting admission criteria will be admitted to Restpadd PHF. An initial assessment will be completed by a licensed nurse. The physician's admission orders and the nursing assessment then guide the preliminary treatment plan.
  - e. Assessment and Evaluation Procedures

Assessment of all patients begins on admission and is integral to the treatment process. Treatment planning is individualized according to individual needs identified through assessments. Primary assessments include the following:

Psychiatric Evaluation, Medical History and Physical, Nursing Assessment, Psychosocial History, and Recreational Specialist Assessment.

As indicated by patient need, physician and treatment team assessment, the following additional assessments may be provided:

Nutrition Assessment, Other Assessments: Laboratory, radiology, MRI, EKG/EEG, CT Scan, vocational, rehabilitation and other specialized consultations are ordered on an individualized basis to assure optimal utilization of resources. In addition, physician declaration documents will be completed as necessary in preparation for Lanterman-Petris Short (LPS) court proceedings.

- f. If a sudden, marked change in client's health or condition, illness, death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the County Contract Administrator, by telephone. Contractor shall promptly submit to County a written report in such form as may be required by it of all accidents which occur in connection with the performance of this Agreement. This report must include the following information:
  - i. Name and address of the injured or deceased person;
  - ii. Name and address of Contractor's subcontractor, if any; and
  - iii. Name and address of Contractor's liability insurance carrier believed to be involved.

**EXHIBIT B - FEE SCHEDULE**

**DAILY ALL-INCLUSIVE RATES**

**Fiscal year 2022/2023 Rates**

**ADULTS**

Adult patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$1070.00 per day, excluding the day of discharge.

**CHILDREN/YOUTH**

Children/Youth patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$ 1351.00 per day, excluding the day of discharge.

**INVOICING AND PAYMENT:**

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

PCBH2223 RESTPADD-REDBLUFF-CORP

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

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

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

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Willow Glen Care Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$340,000. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Willow Glen Care Center from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

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

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

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

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

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

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

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

Contractor:  
Jeff Payne  
Chief Executive Director  
Willow Glen Care Center  
1547 Plumas Ct  
Yuba City, CA 95991

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. 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 ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. 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.
27. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
28. The attached BAA is incorporated by this reference and made to protect this agreement.

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

**CONTRACTOR:**

Willow Glen Care Center

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

Name: Jeff Payne

Title: Chief Executive Officer

Date signed:

**CONTRACTOR:**

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

Name: Arne Hyson

Title: Secretary

Date signed:

**COUNTY:**

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

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

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

**ATTEST:**

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

Approved as to form:

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

6/28/2022

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

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CONTRACTOR INITIALS

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Willow Glen Care Center, referred to herein as Business Associate (“BA”), dated July 1, 2022.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Termination**

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

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

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

#### **4. Disclaimer**

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

#### **5. Certification**

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

#### **6. Amendment**

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

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

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

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

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

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

## **9. Interpretation**

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

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COUNTY INITIALS

- 14 -

CONTRACTOR INITIALS

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

**COVERED ENTITY**

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

**BUSINESS ASSOCIATE**

Name: Jeff Payne  
Title: Chief Executive Director  
Address: 1547 Plumas Ct.  
Yuba City, CA 95991  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Willow Glen Care Center has several locations throughout Northern California designed to serve multiple levels of care and behavioural health programming for adults and the elderly mentally ill. In addition to providing transitional, short and long-term levels of residential care, the Yuba City location is located adjacent to acute psychiatric inpatient services. Willow Glen Care Center and its associated programs are designed to coordinate care with county mental health agencies to facilitate referrals, care and treatment, discharge planning and placement.

## EXHIBIT B – FEE SCHEDULE

### Willow Glen/Rosewood Rates – Low level patient care FY 2022/23

Number Clients	Rate
0-69 clients	\$199.00
70-84 clients	\$185.00
85-100 clients	\$170.00

### Trinity Pines – Individual Living FY 2022/2023 Rate \$ 235.00 a day

### Redwood Creek Rates- Individual Living FY 2022/23 Number Clients

Rate	Number Clients	Rate
0-6 clients		\$310.00
7-9 clients		\$285.00
10-12 clients		\$225.00
13-16 clients		\$170.00

### Sequoia Psychiatric Treatment Center– Irreversibly Medically Diseased FY 2021/22 Rate \$375.00

### Cedar Grove - Mental Health Rehabilitation Center FY 2021/22

Number Clients	Rate
0-30 clients	\$380.00
31-35 clients	\$360.00
36-44 clients	\$340.00

**Casa Del Rio  
FY 2022/23  
Rate 160.00**

0-5 clients	\$650.00
6 clients	\$575.00
7 clients	\$500.00
8-10 clients	\$415.00

**Alpine House-  
FY 2022/23  
Rate  
\$230.00 a day**

**Residential Services /Board and Care  
Cedar Grove & Sequoia Treatment Center  
Rate  
\$840.00 monthly**

**INVOICING AND PAYMENT:**

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

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

mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year.

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

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## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and North Valley Behavioral Health, LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$50,000. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. Term. The term of this Agreement commences on July 1, 2022 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by North Valley Behavioral Health, LLC for July 1, 2022 to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth

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above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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

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

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

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

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

County:

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

Contractor:

Arne Hyson, Chief Executive Director  
North Valley Behavioral Health  
1535 Plumas Ct  
Yuba City, CA 95991

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. 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 ten

years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

**CONTRACTOR:**

North Valley Behavioral Health, LLC

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

Name: Arne Hyson

Title: Managing Member

Date signed:

**COUNTY:**

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

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

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

**ATTEST:**

\_\_\_\_\_  
Name: Heidi White

Title: Chair, Board of Supervisors

Date signed:

Approved as to form:



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

6/29/2022

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and North Valley Behavioral Health, LLC., referred to herein as Business Associate (“BA”), dated July 1, 2022.

### **RECITALS**

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

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

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

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

#### **1. Definitions**

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

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that

such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

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

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

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

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

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

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

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

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corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

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

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

### 3. Termination

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

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

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

### 4. **Disclaimer**

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

### 5. **Certification**

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

### 6. **Amendment**

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

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

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or

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otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

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

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

#### **9. Interpretation**

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

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

#### **COVERED ENTITY**

Name: Sharon Sousa

Title: Behavioral Health Interim Director

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

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

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

#### **BUSINESS ASSOCIATE**

Name: Arne Hyson

Title: Chief Executive Director

Address: 1535 Plumas Court  
Yuba City, CA 95991

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

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

**EXHIBIT A - SCOPE OF WORK**

Plumas County will have admission access to both licensed Psychiatric Health Facilities (PHF's): North Valley Behavioral Health LLC located at 1535 Plumas Court, Yuba City, California and Stabler Lane Behavioral Health located at 1253 Stabler Lane, Yuba City, California.

**North Valley Behavioral Health**

Psychiatric Health Facility providing therapeutic and rehabilitation services in a non-hospital 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can be met by an affiliated hospital or in an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of patient's functioning ability, and transitional planning with appropriate referrals to a post hospitalization living situation. It is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

North Valley Behavioral Health accepts "involuntary" and "voluntary" adult patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity. North Valley Behavioral Health does not accept walk-in patients.

Patients will be discharged or transferred from this facility when:

The patient has successfully completed a treatment plan and no longer meets medical or service necessity criteria.

The patient no longer meets criteria for an involuntary hold.

The patient needs a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc...) would be returned to the county of origin for placement or other disposition.

North Valley has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care and other referral needs.

The length of stay at the North Valley PHF is planned to meet the acute psychiatric needs of the patients referred to the program. North Valley will accept both voluntary and involuntary patients who meet the admission criteria for the program.

It is expected that many of the patients referred to the PHF will be on an involuntary hold, which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity. To continue treatment, a patient must either agree to be treated on a voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority.

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It is anticipated that the average length of stay at the PHF will be between 3 to 5 days. Stays of less than three days or longer than five days will be dependent on the individual needs of the patient in accordance with any legal hold. In all cases, the individual care will be coordinated with the referring county mental health agency.

North Valley Behavioral Health's Goal: To provide quality and compassionate care inpatient psychiatric services to adults within the Northern California region.

### **Stabler Lane Behavioral Health**

Program services will be provided by qualified and licensed staff in sufficient numbers to ensure the quality, safety, and therapeutic milieu of the facility. These services will be available in a 24-hour care, non-hospital setting to referred adult who (1) require intervention for a psychiatric crisis/episode or other acute mental health problem(s), and (2) have/might have physical health needs that can be met by an affiliated hospital or in an outpatient setting.

The focus of the program will be prompt intervention, assessment, and stabilization of the individual's psychiatric crisis/episode. The program will admit voluntary and involuntary patients with a primary diagnosis of mental illness. For patients who have co-morbid diagnoses the program will coordinate appropriate services with the patient, the responsible party, when appropriate, and the referring agency. Admission to the program will provide the individual with care designed to help stabilize and maintain his or her mental health condition and improve his or her functioning ability. This will provide, through continuous diagnostic assessments of their mental health status, pharmacological intervention and transitional discharge planning.

The program will accept only adult patients referred from the County's Mental Health Agency who meet the admission criteria established by the program. All care provided by the facility will be pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity.

### **Program Goals**

It is the commitment of Stabler Lane Behavioral Health PHF to meet the following goals:

1. To provide high quality in-patient emergency psychiatric intervention services on a 24-hour basis to adults who require rapid stabilization of a psychiatric crisis and/or other acute mental health problem in a caring, affordable, and comprehensive manner.
2. To encourage and facilitate involvement of patients and their appropriate support person(s) in treatment programs to promote self-care and improve a patient's ability to function on his or her own in order to live a meaningful life in a community of his or her choice while striving to achieve his or her full potential.
3. To provide effective multi-faceted continuity of care spanning the entire treatment from pre-admission to post-discharge.

## **Program Objectives**

The specific objectives necessary to meet the above goals consist of the following:

1. To develop and implement treatment program components, methods, and delivery systems to provide professional and specialty mental health services.
2. To establish systems for continuous monitoring of quality of care, and adherence to regulatory and legal requirements.
3. To institute methods to develop and monitor utilization criteria to meet medical and service necessity.
4. To define and establish communication networks with consumers, referral sources and affiliated agencies to ensure effective continuity of care.
5. To recruit and retain experienced, caring, and qualified professional staff to provide program services and promote a therapeutic milieu.

## **Admission Criteria and Process**

In Sutter-Yuba County, as in many counties in California, a person presenting as a danger to self, danger to others, or is so impaired as to be unable to provide for their food, clothing and shelter by reason of what appears to be a mental disorder, is brought to the local emergency department (ED) by law enforcement, concerned family member, a licensed professional, or self presents for help. It is in this venue that the vast majority of 5150 psychiatric evaluations occur.

By reason of the Welfare and Institutions Code (WIC) 5150, law enforcement is permitted to detain and transport a mentally disordered person against their will for purposes of obtaining a psychiatric evaluation by completing the form 5150. At this point, the form is only an application and permits detainment and transportation of the person, but does not permit an automatic admission of the person to a psychiatric facility without first receiving a thorough psychiatric assessment by a professional person in charge of a facility, designated by the county for evaluation and treatment, such as designated mobile crisis teams, or county contracted crisis workers stationed in the local EDs for such a purpose. When a patient arrives at the ED, either by law enforcement or other means, he or she is immediately assessed by the ED MD for physical concerns and then referred to the licensed mental health professional (LMHP) for a psychiatric consult. In keeping with WIC 5151, the designated

LMHP on duty meets with the patient face to face, prior to admitting a person on an involuntary commitment, by conducting a thorough mental status examination, obtaining the circumstances of admission and relevant historical data. Oftentimes, the LMHP obtains collateral from family members who may be present in the ED, or speaks with the law enforcement officer who brought the patient to the ED. There may be clinical data available to the LMHP if the patient is being seen by a county provider for mental health services. Once all relevant information is obtained and the face to face interview and assessment with the patient has been conducted, the LMHP determines if the patient meets the legal criteria to enforce the 5150 written by law enforcement. If the patient is assessed not to meet 5150 criteria, the LMHP makes appropriate referrals for aftercare,

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ensuring there is a plan for safety. The ED MD is advised by the LMHP of such psychiatric determination and, if the ED MD concurs, the patient is discharged from the ED. If the patient meets 5150 criteria, but came to the ED alone or with family, the LMHP is authorized (designated) to write the 5150 for the patient based on their face to face assessment in the ED and recommends admission to a psychiatric inpatient facility.

Once it is determined by the county's contracted and designated LMHP that inpatient psychiatric care is required for the patient, the LMHP contacts the PHF's Access Director, a licensed psychiatric technician, who contacts the on-call psychiatrist directly. (In many other counties, the LMHP may call various psychiatric facilities directly looking for a bed). After speaking with the referring LMHP, the Access Director conducts a nurse to nurse phone call regarding the patient, then contacts and provides the psychiatrist on-call with a copy of the referral packet for their review, including all relevant details of the patient's presenting problem and circumstances of admission to the ED, as well as historical patient data and any medical concerns that may be present. Results of ED tests, including labs, and other materials requested by the on-call psychiatrist are provided to the MD for evaluation, who, based on the overall presentation, agrees to admit (or not) the patient from the ED to the PHF for observation, evaluation and treatment. The on-call psychiatrist then provides standing and individualized admission orders to the Access Director for the forthcoming patient from the ED.

The patient is transported via ambulance to the PHF where upon arrival, the patient is processed on to the unit and oriented to the unit by the charge nurse on duty utilizing approved admission procedures as defined and set forth in the SLBH PHF's Nursing Manual. Patients often arrive late at night, in an effort to minimize EDs impacted with patient's waiting for placement, and are eager to go to bed. After a thorough admission process has occurred, the patient is assigned a room and seen for evaluation by the psychiatrist in the morning (always within 24 hours) to determine/confirm diagnosis, medication and treatment plan.

### **Average Length of Stay**

Once admitted to a psychiatric inpatient unit only the psychiatrist or psychologist can break the hold before the completion of the 72-hour timeframe. It is the exception that an Initial 5150 evaluation occurs at the PHF. Except in an emergency, as stated above, all are referred to the local Emergency Departments for medical clearance and assessment by an LMHP.

Voluntary and involuntary patients will be accepted for treatment at the PHF who meet admission criteria for the program, which include (1) a primary diagnosis of a major mental illness, (2) the absence of a primary diagnosis, such as an eating disorder, chemical dependency, chemical intoxication, or chemical withdrawal, (3) the presence, if any, of a medical condition that may require interventions for which the PHF can appropriately provide, as would be on an out-patient basis. Once arriving at the facility, the nursing staff will conduct a nurse screening to make sure the patient's condition hasn't changed during transport and also to chart on the patient's physical presentation. The length of stay at the facility is determined by the admitted patient's acute psychiatric needs.

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Many of the referrals are admitted on an involuntary hold (WIC 5150), which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity and they either (a) agree to be treated on a voluntary basis or (b) are mandated to continue treatment on an involuntary basis by the proper legal authority.

The average length of stay at the facility will be between 7 to 9 days. Stays of less than seven (7) or longer than nine (9) are dependent on assessment of the patient's needs. Occasionally, a patient under an LPS conservatorship may experience a longer length of stay while an appropriate placement is found. All care provided, including discharge planning and aftercare is coordinated with the patient, the patient's responsible party, if appropriate, and the patient's referring agency to ensure continuity of care, and appropriate discharge placement.

## Program Services

The program will offer:

1. Intensive psychiatric care to intervene in a psychiatric crisis/episode or other acute mental health problems.
2. Stabilization and maintenance or improvement in the mental health condition and functioning ability of patients.
3. Coordinated care and referrals to other services.

These program services will be offered through a multidisciplinary treatment approach that provides an extensive evaluation of the individual's treatment needs and includes pharmacotherapy, as well as individual and group therapy. These structured services will be offered to admitted individuals during the day and evening hours, seven (7) days per week, including:

1. Psychiatric assessment and evaluation of admitting condition
2. Crisis intervention
3. Medication evaluation, management and education
4. Health monitoring and treatment interventions as indicated
5. On-going multi-disciplinary evaluation and treatment planning
6. Individual and group therapy
7. Social work/Case management
8. Therapeutic activities
9. Utilization of therapeutic milieu
10. Rehabilitation services (including but not limited to anger management, coping skills, recreation therapy, relaxation therapy, depression awareness)
11. Discharge planning/aftercare services

## Discharge Criteria

**The interdisciplinary team members will utilize the following discharge criteria:**

1. The patient no longer meets medical or service necessity criteria and/or he or she has successfully completed his or her goals in the treatment plan.

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2. The patient no longer meets criteria for an involuntary hold following continuous assessment.
3. The patient is determined to need a higher level of medical or psychiatric care. Conversely, the patient is expected to transition to a lower level of care (e.g., board and care, supervised living, etc.)

Stabler Lane Behavioral Health will establish relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs.

### **Organization Plan**

Stabler Lane Behavioral Health will utilize a professional staff model to organize its medical and other professional staff. Members of the professional staff will provide psychiatric assessments, medication management, medical supervision and psychiatric treatment to patients under their care. All members of the professional staff will meet the Short/Doyle Medi-Cal requirements for qualified mental health professionals. Additionally, a qualified Clinical Director will supervise the overall quality of care and coordinate the professional staff's involvement in the program.

A qualified Administrator will provide overall supervision of the staff and manage the operation of the PHF. Other administrative/support staff including medical record professionals, clerical staff, housekeepers, food service personnel, maintenance/grounds staff, and transportation personnel will be either hired or contracted. The Administrator will be assisted by a Director of Patients Care Services to direct the nursing functions and supervise R.N.s, LPTs/LVNs, and Mental Health Workers providing coverage at the facility. The facility will be staffed with a patient ratio that, at minimum, will comply with the DHCS's PHF licensing regulations. Additional staff will be provided, as the acuity of the patients require.

Social Workers will provide individual and group therapy, casework and discharge planning for the patients in the program. Recreational Therapy staff will provide structured activities and rehabilitation services as needed. New hires will be oriented and trained within 60 days of employment and on-going staff training will be scheduled on a monthly basis to keep staff current on mental health issues and methods.

Multi-disciplinary professional consultation(s) will be utilized, when necessary, to meet specific diagnostic and treatment needs of patients not provided by the in-house professional or program staff, including primary care and specialty physicians, dentist, podiatrists, and other mental health professionals.

The emphasis of the overall care that will be provided at SLBH will be focused on the health and safety of the patients we will be privileged to serve while maintaining our "Patients First" philosophical base guided by a multidisciplinary team providing individualized therapeutic, pharmacological, and rehabilitative interventions.

**EXHIBIT B – FEE SCHEDULE  
FY 22/23 Daily Rates**

**North Valley Behavioral Health Facility & Stabler Lane Behavioral Health**

**\$988.00 Daily Rate**

Fee for service/Medi-Cal psychiatric inpatient facility COUNTY agrees to pay at the all-inclusive rate \$988.00 per day for indigent and Medi-Cal patients.

**INVOICING AND PAYMENT:**

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

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Frank's Garage LLC (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 \$9,999.99
3. **Term.** The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Frank's Garage LLC  
270 Crescent Street  
Quincy, CA 95971

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. 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.

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

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

**CONTRACTOR:**

Frank's Garage LLC

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

Name: Brian Strecker

Title: Manager/Member

Date signed:

**COUNTY:**

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

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

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

**APPROVED AS TO CONTENT:**

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

Name: Kevin Goss

Title: Chair Board of Supervisors

Date signed:

**ATTEST:**

\_\_\_\_\_  
Name: Heidi White

Title: Clerk, Board of Supervisors

Date signed:

Approved as to form:



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

6/29/2022

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

**EXHIBIT A**

**Scope of Work**

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
  - a. Lube, oil, and filter changes (LOF).
  - b. Tire rotation.
  - c. Automobile repair for electrical, computer, and mechanical purposes.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

**EXHIBIT B**

**Fee Schedule**

1. Labor shall be charged at \$100.00 per hour.
2. LOF changes with inspection shall be charged at current rate depending upon the make and model of vehicle, refer to quote.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs; County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid 14 days after receipt of invoice in accordance with the terms of this Exhibit. Contractor shall invoice Behavioral Health on completion of the job based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Languagers INC, (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 and B-1, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$9,999.00
3. **Term.** The term of this agreement shall be from July 1, 2022, through June 30, 2023, unless terminated earlier pursuant to Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Languagers INC, from July 1, 2022, to date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

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

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

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

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

Contractor:  
Languagers INC.  
Eunsook Uh  
2 Park Ave Suite 2018  
New York, NY 10016

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. 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.
25. 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.
26. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

27. The Business Associate Agreement by and between the parties attached hereto is made a part of this Agreement by this reference.

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

**CONTRACTOR:**

Languagers INC.

**COUNTY:**

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

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

Name: Eunsook Uh

Title: CEO/Secretary

Date signed:

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

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

**ATTEST:**

\_\_\_\_\_  
Name: Heidi White

Title: Chair, Board of Supervisors

Date signed:

Approved as to form:



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

6/30/2022

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Languagers INC., referred to herein as Business Associate (“BA”), dated July 1, 2022.

### **RECITALS**

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

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

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

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

### **1. Definitions**

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

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

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

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

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

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

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

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

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

## 2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Termination**

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

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

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

#### **4. Disclaimer**

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

#### **5. Certification**

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

#### **6. Amendment**

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

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

## 7. Assistance in Litigation of Administrative Proceedings

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

## 8. No Third-Party Beneficiaries

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

## 9. Interpretation

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

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

<u><b>COVERED ENTITY</b></u>	<u><b>BUSINESS ASSOCIATE</b></u>
Name: <u>Sharon Sousa</u>	Name: <u>Eunsook Uh</u>
Title: <u>Behavioral Health Interim Director</u>	Title: <u>CEO</u>
Address: <u>270 County Hospital Road, Suite 109</u>	Address: <u>2 Park Ave Suite 2018</u>
<u>Quincy, California 95971</u>	<u>New York, NY 10016</u>
Signed: _____	Signed: _____
Date: _____	Date: _____

**EXHIBIT A**

During the Term of this Agreement, Languagers shall provide the following services:

Interpretation. Languagers agrees to act as an interpreter for Behavioral Health including but not limited to verbal and American Sign language into English or other languages.

Translation. Languagers agrees to act as translator for Behavioral Health wishing to have written documents translated into English or other languages as applicable, in written form.

Languagers is a company that will provide Plumas County Behavioral Health with Interpretation and Translation Services, on an as needed basis and at Behavioral Health's discretion.

Languagers may, without penalty, decline to accept any offered assignment from Behavioral Health.

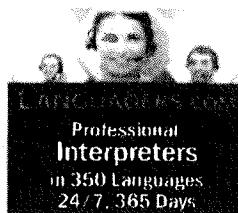
**EXHIBIT B**  
**SCHEDULE OF FEES**

In consideration of the services to be rendered pursuant to this Agreement, Plumas County Behavioral Health shall pay Languagers the fees set forth on Exhibit B-1 (attached). All fees shall be due and payable within thirty 30 days of Behavioral Health receipt of each invoice for services rendered. Any past due amount may be assessed a late fee of 5% of the remaining balance. An additional 2%, compounding, late fee will be added every additional 30 days the invoice is outstanding.

## EXHIBIT B-1



Phone (800) 527-3001 | [team@languagers.com](mailto:team@languagers.com)



### Pricing

Language	Phone/Video or On-Site	Rate	Minimum	Industry
Spanish	Phone/Video Interpreting - On-Demand (without scheduling)	\$0.95/Minute for Phone, \$0.97/Minute for Video,	<b>5-Minute</b> Minimum for On-Demand	Medical, Specialized, Non-Legal
Foreign Languages other than Spanish	Phone/Video Interpreting - On-Demand (without scheduling)	\$1.27/Minute for Phone, \$1.29/Minute for Video,	<b>5-Minute</b> Minimum for On-Demand	Medical, Specialized, Non-Legal
American Sign Language (ASL)	Video Interpreting - On-Demand (without scheduling)	<b>\$1.65/Minute 8am-8pm EST Mon-Fri, and \$2.49/Minute Outside of 8am-8pm EST Mon-Fri &amp; Holidays.</b>	<b>5-Minute</b> Minimum for On-Demand	Medical, Specialized, Non-Legal
Spanish	Phone/Video Interpreting - Scheduled	\$69/Hour for Phone/Video	<b>1 Hour</b> Minimum for Scheduled	Medical, Specialized, Non-Legal
Foreign Languages other than Spanish	Phone/Video Interpreting - Scheduled	\$89/Hour for Phone/Video	<b>1 Hour</b> Minimum for Scheduled	Medical, Specialized, Non-Legal
American Sign Language (ASL)	Video Interpreting - Scheduled	\$93/Hour	<b>1 Hour</b> Minimum for Scheduled	Medical, Specialized, Non-Legal
Spanish	On-Site Interpreting - Scheduled	\$79/Hour	<b>2-Hour Minimum</b>	Medical, Specialized, Non-Legal
Foreign Languages other than Spanish	On-Site Interpreting - Scheduled	\$95/Hour	<b>2-Hour Minimum</b>	Medical, Specialized, Non-Legal
American Sign Language (ASL)	On-Site Interpreting - Scheduled	\$107/Hour	<b>2-Hour Minimum</b>	Medical, Specialized, Non-Legal

- **[Phone/Video Interpreting] No Set-up Fee and No Monthly Fee for our Telephonic and Video System.**
- **[Phone/Video Interpreting] Dialing and hold time don't get charged. Pay per actual usage over minimum for On-Demand.**
- **[Phone/Video Interpreting] Conference in 3rd/4th parties: additional \$0.05 per minute.**
- **[Phone/Video Interpreting] For scheduled interpreting, assignments that exceed the scheduled time are charged in 15-minute increments for all languages.**
- **[Phone/Video Interpreting] Additional 10% for job scheduled before 8:00AM and after 5:00PM in local time, or Weekends and Holidays, or Same Day Request, or Rush Job Request after 5:00 PM for the following day job.**
- **[Phone/Video Interpreting] Client No Shows will be charged for the entire scheduled duration at the regular rate.**
- **[On-Site] Mileage charged at \$0.56 per mile based on the 2021 Federal Reimbursement Tax Guidelines.**
- **[On-Site] Parking and Toll Fees are charged; if applicable.**

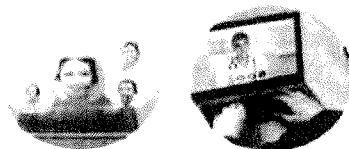
- **[On-Site]** Service provided in excess of the minimum will be charged in 15-minute increments for all languages.
- **[On-Site]** Travel time is charged if it is over 1 hour round trip from the interpreters home at \$49 per hour for actual travel times over 1 hour for all languages. (Rand McNally will be used to determine mileage and travel.)
- **[On-Site]** Additional 10% for job scheduled before 8:00AM and after 5:00PM in local time, or Weekends and Holidays, or Same Day Request, or Rush Job Request after 5:00 PM for the following day job.
- **[On-Site]** if the job is for weekend night shift after 5:00 PM, an additional 20% from the pricing in the above chart.
- **[On-Site]** Client No Shows will be charged for the entire scheduled duration at the regular rate.

### **Cancellation Policy**

**[Phone/Video Interpreting]** Any scheduled hours or assignment charged in full for cancellations made less than 24 hours from the start time.

**[On-Site]** Any scheduled hours or assignment charged in full for cancellations made less than 24 hours from the start time.

**[On-Site]** Any scheduled hours or assignment charged in half of the scheduled duration for cancellations made less than 48 hours from the start time.



Phone Interpreters



Video Remote  
Interpreters



On-Site  
Interpretation



American Sign  
Language



CART Real-Time  
Captioning



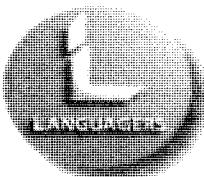
Transcription



Document  
Translation

## **Why Choose Us**

Our goal is to provide the best possible services for accurate professional interpretation and translation



350 Languages are supported 24/7 by professional interpreters worldwide. You will be connected to an industry-specific interpreter who meets your required qualifications and training hours.



It takes seconds to be connected. When you call for phone interpretation, one of our professional interpreters will pick up your call in seconds any time.



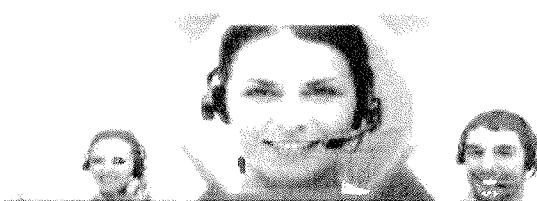
Each interpreter is pre-selected and validated with background checks to evaluate their language proficiency, education, interpreting experience and professional certifications and associations.



Technology Features: Mobile APP, Texting, Automatic Analytical Tools, Call Reporting, Tracking, Usage Data, Service-Level Data and Automatic Accounting



Simple Set-Up: No Equipment is Necessary. Use your Computer, Mobile, Tablet or Landline Phones or your devices with [www.languagers.com](http://www.languagers.com) software.



### **Certified Interpreters in Seconds**

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Medical, Healthcare, Insurance, Legal, Government, Education and Business. We are assisting many industries anywhere in the World.



We are compliant with HIPAA (Health Insurance Portability and Accountability Act of 1996) and all your information and data shall be kept confidential.



Our Clever Reconnect Technique will reconnect you to the same interpreter as a priority taking the network status into consideration if calls drop for any reason.



Interactive Voice Recognition can be set up to have the system understand your verbal commands, so you don't need to click to select languages you want.



Quickbooks™ can be integrated within the system; both in your computer and online for easy accounting to all users.



We are using an SSL (Secure Sockets Layer) certificate for internet securities to keep all information confidential. All of your calls shall remain confidential.



## LANGUAGERS

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

2 Park Avenue, Suite #201B, New York NY 10016 | Phone (800) 527-3001 | Fax (646) 357-1278 | [info@languagers.com](mailto:info@languagers.com)

## LANGUAGERS

Languagers Inc  
Phone (800) 527-3001  
Fax (646) 357-1278  
[team@languagers.com](mailto:team@languagers.com)  
[www.languagers.com](http://www.languagers.com)



# SECURITY IS OUR PRIORITY

Using an industry-leading system enables us to provide secured and scalable interpretation services anywhere with an internet connection or phone line.

## ACCESSIBILITY

Phone - Guaranteed 99.95% monthly uptime for communication services across multiple regions, with multiple fallback endpoints allowing calls that are unable to continue to seamlessly carry over to a fallback line.

Web - Real Time Communication Enables audio and video communication to web browsers (Chrome,

Firefox, Microsoft Edge) and mobile browser, Safari.  
Minimum Bandwidth 400kb/s for Audio, 1MB/s for Video.

## PRIVACY

File Encryption: Transparent Data Encryption encrypts data at the file level and protects the encryption keys with certificates to prevent exposure of stored data.

Field Encryption: 256-bit version of SHA encrypts database fields including email addresses, address information, phone numbers and patient personal identifiers.

Communication Encryption: All endpoints for communication are fully encrypted with TSL/SSL.

Access Security: Access to stored data is granted on a "need to know" basis and uses the principle of "least privilege" through appropriate roles; server infrastructure is only available through secure VPN. Infrastructure is not internet accessible, requests are encrypted using https 443, use of cloud based SMTP service to implement spam filtering and anti-virus measures.

## INFRASTRUCTURE

Our infrastructure is solely managed through cloud-based, highly scalable data centers. The application is designed and managed in alignment with the best security practices and a variety of IT security standards as well as industry-specific standards including HIPAA and Cloud Security Alliance.

# Item 2C 1&2

## PLUMAS COUNTY CLERK

Recorder (530) 283-6218  
Registrar of Voters (530) 283-6256  
Records Management (530) 283-6007



520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 \* Fax: (530) 283-6155

DATE: April 25, 2022

TO: Honorable Board of Supervisors, County of Plumas

FROM: Marcy DeMartile, Clerk-Recorder / Registrar of Voters

SUBJECT: Adopt Resolution authorizing the Plumas County Clerk to consolidate a special bond measure for the Seneca Healthcare District with the November 8, 2022 California General Election.

Marcy DeMartile  
Clerk – Recorder  
Registrar of Voters  
marcydemartile@countyofplumas.com

Julie Hagwood  
Assistant  
juliehagwood@countyofplumas.com

### **IT IS REQUESTED THAT THE BOARD:**

1. Adopt the proposed Resolution authorizing the Plumas County Clerk to consolidate a special bond measure for the Seneca Healthcare District with the November 8, 2022 California General Election, authorizing the issuance and sale of general obligation bonds for the purpose of raising funds for improvement of the Seneca Healthcare facilities.
2. Authorize the County Clerk to perform all duties required in conducting said election and recover expenses for any election service performed from the Seneca Healthcare District.

### **BACKGROUND:**

On June 22, 2022, the governing body of the Seneca Healthcare District filed in the office of the County Clerk, their Resolution No. 433, requesting consolidation with the already scheduled November 8, 2022 California General Election, placing a measure before the voters of the district, to authorize the issuance and sale of not to exceed \$42,000,000 in general obligation bonds for the purpose of financing and refinancing the expansion, improvement, acquisition, construction, equipping and renovation of health care capital facilities of the District. Estimated tax rate required to be levied to fund issue in the first year would be 8¢ per \$100 (\$80 per \$100,000) of assessed valuation. It is currently expected that the final fiscal year in which the tax will be collected is fiscal year 2049-2050.

**A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK TO  
CONSOLIDATE WITH THE NOVEMBER 8, 2022 GENERAL ELECTION A SPECIAL  
BOND MEASURE BEFORE THE VOTERS IN THE SENECA HEALTHCARE  
DISTRICT, TO AUTHORIZE THE ISSUANCE AND SALE OF GENERAL  
OBLIGATION BONDS FOR THE PURPOSE OF RAISING MONEY FOR THE  
EXPANSION, IMPROVEMENT, ACQUISITION, CONSTRUCTION, EQUIPPING AND  
RENOVATION OF HEALTH CARE CAPITAL FACILITIES OF THE SENECA  
HEALTHCARE DISTRICT**

**WHEREAS**, the Seneca Healthcare District (hereinafter "District") has adopted and forwarded to the County Clerk a resolution (see copy attached hereto and made part of), requesting that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct a consolidated election on November 8, 2022, as set forth in Resolution 433, as follows:

"To replace 70-year old Seneca Hospital with a modern hospital including improved emergency room, operating rooms, expanded skilled nursing facility, and state of the art medical equipment/technology to provide life-saving care for victims of accidents, strokes, heart attacks, and emergencies, shall the Seneca Healthcare District measure authorizing \$42,000,000 in bonds be adopted, levying 8 cents per \$100 assessed value (\$3,000,000 annually) while bonds are outstanding, with independent citizen oversight, ensuring funds are only used for local hospital facilities?

**NOW, THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors as follows:

1. The ballot measure set forth in the attached Resolution No. 433, authorized by the Board of Directors of the Seneca Healthcare District, which is incorporated herein by reference in its entirety, is consolidated with the November 8, 2022 General Election;
2. The Plumas County Clerk is requested to conduct an election within the boundaries of the Seneca Healthcare District, including preparation and publications of all legal notices, providing necessary supplies and equipment, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the District.

The forgoing resolution was adopted on \_\_\_\_\_, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:

NOES:

ABSENT:

---

**KEVIN GOSS,**  
Chair of the Board of Supervisors

ATTEST:

## RESOLUTION NO. 433

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE SENECA HEALTHCARE DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, REQUESTING CONSOLIDATION WITH ANY OTHER ELECTIONS OCCURRING ON NOVEMBER 8, 2022 AND CERTAIN RELATED MATTERS

**WHEREAS**, in the judgment of the Board of Directors (the “Board”) of the Seneca Healthcare District (the “District”), it is advisable to call an election to submit to the electors of the District the question whether general obligation bonds of the District shall be issued and sold for the purpose of raising money for the expansion, improvement, acquisition, construction, equipping and renovation of health care capital facilities of the District; and

**WHEREAS**, Article XIII A, Section 1(b), of the California Constitution (“Article XIII A”) provides an exception to the limit on *ad valorem* property taxes for bonded indebtedness for the acquisition or improvement of real property approved by two-thirds (2/3) of the votes cast by the voters voting on the proposition; and

**WHEREAS**, the Board is specifically authorized to pursue the authorization and issuance of bonds by a two-thirds (2/3) vote of the electorate on the question of whether bonds of the District shall be issued and sold for specified purposes, pursuant to Section 32300 *et seq.* of the California Health and Safety Code (the “Law”); and

**WHEREAS**, pursuant to Section 10403 *et seq.* of the California Elections Code, it is appropriate for the Board to request the Plumas County Registrar of Voters to perform required election services for the District and to request consolidation of the election with any and all other elections to be held on Tuesday, November 8, 2022; and

**WHEREAS**, certain provisions of the California Government Code (Sections 53410 *et seq.*) require that a local agency submitting a bond measure to the voters provide specific accountability measures; and

**WHEREAS**, it is the intent of the Board to set forth by this Resolution the specifications of the election order and specified accountability measures with respect to the proceeds of the bonds to be authorized by the election called pursuant to this Resolution.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF SENECA HEALTHCARE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

*Section 1. Call for Election.* The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds (the “Bonds”) of the District shall be authorized to be issued and sold in a principal amount not to exceed \$42,000,000 for the purpose

of financing and refinancing the expansion, improvement, acquisition, construction, equipping and renovation of health care capital facilities of the District, and to pay costs incident thereto (the "Project"), as set forth more fully in the ballot proposition approved pursuant to Section 3 of this Resolution. This Resolution constitutes the order of the District to call such election.

**Section 2. Election Date; Request for Consolidation.** The Board hereby calls for this measure to be placed on the ballot for the November 8, 2022 gubernatorial election, to be held pursuant to the California Elections Code and as otherwise allowed by the laws of the State of California and procedures applicable to the District. The Secretary or Clerk of the Board or the Chief Executive Officer of the District shall file (or cause to be filed) a certified copy of this Resolution no later than June 22, 2022, with the Clerk of the Board of Plumas County (the "County") and with the Registrar of Voters of the County. Pursuant to California Elections Code Section 10400 *et seq.*, the Board of Supervisors of the County is hereby requested to order consolidation of this bond election with such other elections called for November 8, 2022 in the same territory. The Board of Supervisors of the County is hereby authorized and requested to canvass the returns of the election pursuant to Section 10411 of the Elections Code. The County Board of Supervisors is requested to permit the County Registrar of Voters and other appropriate officials of the County to render all services necessary in connection with the bond election including, but not limited to, the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code), the opportunity to submit ballot arguments in connection with the bond election, publication of any necessary notices, the canvassing and certification of the returns of the election, and other ballot requirements pursuant to the California Elections Code.

**Section 3. Purpose of Election; Ballot Measure.** The purpose of the election shall be for the voters in the District to vote on a ballot measure, a copy of the full ballot text is attached hereto as *Exhibit A*, containing the question of whether the District shall issue the bonds for the purposes stated therein, together with the accountability requirements, which is hereby approved and adopted by the Board. The Board hereby determines to include within the ballot pamphlet the full ballot text. As required by California Elections Code Section 13247, the ballot question/abbreviated form of the measure to appear on the ballot is attached hereto as *Exhibit B* and is hereby approved and the Board hereby directs the County Registrar of Voters to use such abbreviated form on the official ballot. The Plumas County Registrar of Voters is hereby requested to reprint the measure in its entirety (the full ballot text located in *Exhibit A*) in the voter information pamphlet to be distributed to voters, together with the tax rate information (attached hereto as *Exhibit C*) as required by the Law.

The Chief Executive Officer of the District, the Chief Financial Officer of the District, and each of them, or their respective designee(s), are hereby authorized and directed to make any changes to the text of the ballot measure as required to conform to any requirements of Article XIII A, the Law, the California Elections Code, or the Plumas County Registrar of Voters.

**Section 4. Authority for Election.** The authority for ordering the election and for the specification of this election order are contained in Section 32301 of the Law and Article XIII A, Section 1(b)(2), of the California Constitution. The District hereby finds that the bonded indebtedness proposed herein is within legal limits, as shown by the last equalized assessment role of Plumas County in accordance with Section 32308 of the Law. Pursuant to Section 18

of Article XVI and Section 1 of Article XIII A of the California Constitution, the measure shall become effective upon the affirmative vote of at least two-thirds (2/3) of those voters voting on the measure.

*Section 5. Terms of the Bonds upon Approval by the Electorate.* As required by Section 32302 of the Law, in the event two-thirds (2/3) of the voters voting in the District approve the issuance of the bonds, the Board shall cause the Bonds to be issued in one or more series in an aggregate principal amount not to exceed \$42,000,000; provided that such aggregate maximum amount shall be equal to the par amount of the bonds, which shall not include any premium at which the bonds or any series thereof may be issued. The Bonds shall bear interest payable at a rate not exceeding the legal limit (at the current time eight percent (8%) per annum), and any series of which shall have a maturity date no later than thirty (30) years following the date of issuance of such series. The Board shall apply the bond proceeds only to the specific purposes stated in the ballot measure, shall cause the continuation or creation of funds and accounts into which bond proceeds shall be deposited; and shall cause the preparation of an annual report pursuant to sections 53410-53411 of the California Government Code.

*Section 6. Accountability Provisions.*

(a) No Money For Administrators' Salaries. Proceeds from the sale of the bonds authorized by this measure shall be used only for the purposes set forth in the measure and the cost of the issuance of the bonds, and not for any other purpose, including staff and administrator salaries and other operating expenses.

(b) Special Bond Proceeds Account; Annual Audit And Report to Board. The Board hereby directs that a separate account shall be established for deposit of proceeds of the sale of the bonds if the measure is approved by District voters. For so long as any proceeds of bonds remain unexpended, the Chief Financial Officer of the District shall cause a report to be filed with the Board no later than five (5) months after the end of each fiscal year, commencing with the first fiscal year during which any proceeds of bonds authorized by this measure shall have been received. The report shall state (1) the amount of bond proceeds received and expended in such fiscal year, and (2) the status of any projects funded or to be funded from the proceeds of bonds authorized to be issued by this measure. The report may be incorporated into or filed with the audit or other appropriate routine report provided to the Board. Audited financial statements of the District will continue to be made available in accordance with applicable requirements.

*Section 7. Request for Election; Costs.* The District hereby requests that the County Registrar of Voters takes all steps necessary to hold the election pursuant to the California Election Code and the District agrees to reimburse the Registrar of Voters for all actual costs incurred by it for the District election, as set forth in the current election allocation procedures of the County.

*Section 8. Delivery of this Resolution.* The Board Secretary, Board Clerk and Chief Executive Officer of the District are hereby directed and authorized to deliver a certificated copy of this Resolution to the County Registrar of Voters no later than the close of business on June 22, 2022.

*Section 9. Impartial Analysis; Ballot Arguments; Further Authorization.* The County Counsel is hereby requested to prepare the impartial analysis of the ballot measure in accordance with Section 9313 of the California Elections Code and transmit it to the County Registrar of Voters and County election officer, as applicable. Any and all members of the Board, any resident of the District, or association of citizens, are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. Each of the President and Vice President of the Board, and the Chief Executive Officer and the Chief Financial Officer of the District, or any of their respective designees, are each hereby authorized, empowered, and directed, for and on behalf of the District, to execute any and all documents, and to perform any and all acts necessary or appropriate to place the measure on the ballot or otherwise effectuate the purposes of this Resolution.

*Section 10. Effective Date.* This resolution shall take effect immediately on and after its adoption.

\* \* \* \* \*

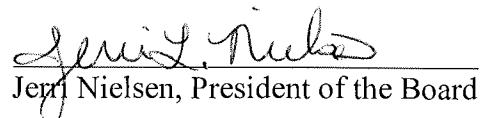
PASSED AND ADOPTED by the Board of Directors of the Seneca Healthcare District this 15th day of June, 2022, by the following vote:

AYES: 5

NAYS: 0

ABSENT: 0

ABSTAIN: 0

  
\_\_\_\_\_  
Jeni Nielsen, President of the Board

  
\_\_\_\_\_  
Kenneth Crandall, Secretary

## CERTIFICATION

I, Kenneth Crandall, Secretary of the Board of Directors of Seneca Healthcare District, Plumas County, California, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 433 passed and adopted by said Board of Directors at a meeting held on the 15<sup>th</sup> day of June, 2022, and that the minutes of said Board of Directors show that FIVE (5) members of said Board voted for, and ZERO (0) members of said Board voted against, the adoption of said Resolution (with ZERO (0) member absent), and the said Resolution is now spread upon the minutes of said Board.

  
Kenneth Crandall, Secretary

**EXHIBIT A**

**FULL TEXT OF BALLOT MEASURE**

**INTRODUCTION**

Seneca Healthcare District (the “District”) is a major provider of health care services, including emergency, surgical, acute, long-term, diagnostic, primary, and specialty care services, to the Chester and Lake Almanor communities.

Over the next decade, the District faces a number of financial challenges to continue to provide community health care services. These include:

- A hospital facility which does not comply with current ADA requirements and accommodations and upcoming State of California seismic and other building safety requirements (California Senate Bill 1953).
- Difficulty in recruiting primary care and specialty care physicians due to age and current equipment of hospital facilities.
- Continuing and increasing costs needed to maintain hospital facility infrastructure.
- Limitations on upgrades to facilities due to current facility infrastructure.

The District, with input from its medical and nursing staff, professional and support personnel and members of the public, has developed a comprehensive Facility Master Plan to address the future health care needs of the District and its aging facilities. One option in the Facility Master Plan calls for a replacement of the existing hospital and skilled nursing facility with new facilities. The proposed facility will add space and functionality to the emergency room, surgery, medical imaging, laboratory, culinary and long-term care units along with other multi-purpose space. The new facility is expected to have a dedicated heliport for life flight services located on the campus yards away from the emergency department.

A local general obligation bond was identified as a necessary component in meeting the capital financing needs identified in the plan for the District.

**BOND AUTHORIZATION**

By approval of this measure (the “Measure”) by at least two-thirds of the qualified voters voting, the District shall be authorized to issue and sell bonds in the principal amount of \$42,000,000 to provide financing or refinancing for hospital and health care facilities projects consisting of improvement, acquisition, construction, and renovation of facilities for hospitals and health care purposes at the District’s hospitals and sites, subject to all of the accountability safeguards specified in this Measure.

The Board plans and expects to use proceeds of the bonds authorized by this Measure to finance or refinance various components of the District’s Facility Master Plan and the District’s hospitals, facilities, and sites, which are expected to include the following project elements:

## New Construction, Additions, Repairs and Upgrades to the District's Hospitals, Facilities, and Sites

- Construct and acquire a new hospital facility
- Construct, replace, repair, and acquire new and additional emergency, acute, surgical, and skilled nursing bed spaces
- Repair, replace, construct, acquire, and upgrade District facilities, sites, and infrastructure
- Construct, replace, upgrade and relocate walk-in clinic
- Repair, replace, construct, acquire, and upgrade plumbing, electrical systems, elevators, ventilation, heating, cooling, medical gas systems, medical equipment, technology systems, lighting, emergency power and communications, safety and security systems, parking, vehicular and pedestrian access, heated walkways, energy efficiency upgrades, restrooms, and major building systems
- Make and construct health and safety improvements, including Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades and acquisitions
- Construct a heliport facility to accommodate expedited life flight air transportation

## Earthquake Safety Upgrades

- Upgrade District hospitals, facilities, and sites to meet upcoming State seismic requirements, including those outlined in California Senate Bill 1953

Each of the foregoing bond projects may include all incidental projects, including abatement and removal of hazardous materials, addressing unforeseen conditions revealed by construction and/or reconstruction, other improvements required to comply with existing building codes, and all work necessary and incidental to specific projects described above, including any demolition. Further, each of the bond projects includes the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to, costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, construction management and other planning and permitting, bond issuance, accounting and similar costs, demolition and disposal of existing structures, and federal and state-mandated safety measures and upgrades. Bond projects do not include money for administrator salaries or benefits or general operating expenses – see below.

The Board has reserved the right to change its Facility Master Plan from time to time, and to finance authorized projects with the bonds as it deems advisable and necessary. The inclusion or specification of a project in the foregoing list or in the Facility Master Plan is not a guarantee that such project will be constructed or completed, or that it will be constructed or completed as described above or in the Facility Master Plan, at any particular time or in any particular order of priority. Projects and upgrades will be completed as needed at a particular site according to Board-established priorities. This Measure authorized the financing of projects and shall not be deemed to be an approval of any “project” for purposes of the California Environmental Quality Act.

All of the purposes enumerated in this Measure shall constitute the specific purposes of the bonds and proceeds of the bonds shall be spent only for such purposes, pursuant to California Government Code Section 53410.

### ACCOUNTABILITY MEASURES

No Money for Administrators' Salaries or Benefits - Proceeds from the sale of the bonds authorized by this Measure shall be used only for costs incurred in connection with expansion, improvement, acquisition, and construction of medical facilities, and the costs of the issuance of the bonds, and not for any other purpose, including staff and administrator salaries and other operating expenses.

Special Bond Proceeds Account, Annual Audit, and Report to Board – The Board hereby directs that a separate account shall be established for deposit of proceeds of the sale of bonds authorized by this Measure if the Measure is approved by the District Voters.

For so long as any proceeds of the bonds authorized by this Measure remain unexpended, the Chief Executive Officer of the District shall cause a report to be filed with the Board no later than five (5) months after the end of each fiscal year, commencing with the first fiscal year during which any proceeds of bonds authorized by this Measure shall have been received. The report shall state (1) the amount of bond proceeds received and expended in such fiscal year, and (2) the status of any projects funded or to be funded from the proceeds of bonds authorized to be issued by this Measure. The report may be incorporated into or filed with the audit or other appropriate routine report provided to the Board. Audited financial statements of the District will continue to be made available in accordance with applicable requirements.

### OTHER TERMS OF BONDS

The bonds authorized by this Measure, in an aggregate principal amount of \$42,000,000 shall be issued upon the order of the Board in one or more series and at one or more times as may be necessary and most advantageous to raise money for the purposes set forth herein.

The bonds shall bear interest payable at a rate not exceeding the legal limit (at the current time eight percent (8%) per annum).

The bonds, or any series thereof, shall have a maturity date no later than thirty (30) years following the date of issuance of such series (pursuant to the provisions of California Health and Safety Code Section 32303 or any law applicable at the time of issuance of such series).

The taxes levied pursuant to this Measure shall be collected in the same manner as *ad valorem* property taxes and applied towards the payment of principal of and interest on said bonds in accordance with California Health and Safety Code Section 32312.

## EXHIBIT B

### **BALLOT QUESTION/ABBREVIATED FORM OF BALLOT MEASURE**

"To replace 70-year old Seneca Hospital with a modern hospital including improved emergency room, operating rooms, expanded skilled nursing facility, and state of the art medical equipment/technology to provide life-saving care for victims of accidents, strokes, heart attacks, and emergencies, shall the Seneca Healthcare District measure authorizing \$42,000,000 in bonds be adopted, levying 8 cents per \$100 assessed value (\$3,000,000 annually) while bonds are outstanding, with independent citizen oversight, ensuring funds are only used for local hospital facilities?"

BONDS – YES

BONDS – NO

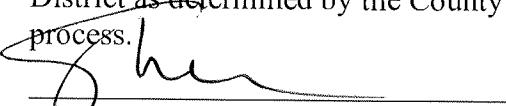
**EXHIBIT C**  
**TAX RATE STATEMENT**

An election will be held in the Seneca Healthcare District (the "District") on November 8, 2022 to authorize the sale of up to \$42 million in general obligation bonds to finance the hospital projects as described in the bond measure. If such bonds are authorized, the District expects to sell the bonds in one or more series. The following information is submitted in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation available at the time of this statement, the following information is provided:

1. The best estimate of the average annual tax rate that would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on estimated assessed valuations available at the time of filing of this statement, is 8¢ per \$100 (\$80 per \$100,000) of assessed valuation. It is currently expected that the final fiscal year in which the tax will be collected is fiscal year 2049-2050.
2. The best estimate of the highest tax rate that would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing this statement, is 8¢ per \$100 (\$80 per \$100,000) of assessed valuation. This tax rate is projected to apply in each fiscal year that the bonds are outstanding.
3. The best estimate of total debt service, including principal and interest, that would be required to be repaid if all the bonds are issued and sold will be approximately \$83.5 million.

These estimates are based on projections derived from information obtained from official sources and are based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions. The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and durations and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary depending on the timing of bond sales, the par amount of bonds sold at each sale, and actual increases in assessed valuations. The timing of the bond sales and the amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. Actual assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

  
\_\_\_\_\_  
Chief Executive Officer of the Seneca Healthcare District

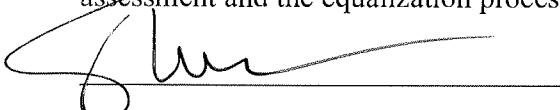
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Chief Executive Officer  
Seneca Healthcare District

Dated: June 15, 2022



OFFICE OF THE  
**COUNTY COUNSEL**  
COUNTY OF PLUMAS

Plumas County Courthouse  
520 Main Street, Room 302  
Quincy, California 95971-9115  
(530) 283-6240

GRETCHEN STUHR  
COUNTY COUNSEL  
SARA G. JAMES  
DEPUTY COUNTY COUNSEL  
JOSHUA BRECHTEL  
DEPUTY COUNTY COUNSEL  
KRISTINA ROGERS  
PARALEGAL

July 1, 2022

## INTEROFFICE MEMORANDUM

**TO:** Honorable Board of Supervisors, County of Plumas

**FROM:** Gretchen Stuhr, *Plumas County Counsel*

*Sara James, Deputy County Counsel*

**SUBJECT:** Authorize and approve Chair to sign and ratify agreement between Plumas County and Robert D. McIlroy; to provide legal representation to conservatees and proposed conservatees in Probate and L.P.S. proceedings; effective July 1, 2022

### SUMMARY OF RECOMMENDATION:

That the Board of Supervisors consider and approve renewal and ratification of a Legal Services Agreement with attorney Robert D. McIlroy to provide representation to conservatees and proposed conservatees in probate and L.P.S. proceedings, for the term July 1, 2022, through June 30, 2023, compensation payable in the amount of \$1,150 per month; and authorize Chair to sign on behalf of Plumas County.

### BACKGROUND:

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

Probate Conservatorships are primarily established for frail adults who are unable to provide for their own personal needs for physical health, food, clothing and/or shelter or cannot manage their own finances or cannot resist undue influence. Probate conservatorships are often

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** Gretchen Stuhr, *Plumas County Counsel*  
**SUBJECT:** Legal Services Agreement with Robert D. McIlroy, Attorney at Law, for representation of conservatees in Public Guardian/Conservator cases.

Page 2 of 2

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used for older adults with severe limitations and for younger adults who have serious cognitive impairments, and will remain in effect until the conservatee can show that he/she is again capable of handling his/her own affairs appropriately.

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

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

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

**ACTION:**

It is respectfully recommended that the Board approve renewal and ratification of Legal Services Agreement with attorney Robert D. McIlroy to provide representation to conservatees and proposed conservatees in probate and L.P.S. proceedings, for the term July 1, 2022, through June 30, 2023, compensation payable in the amount of \$1,150 per month; and authorize Chair to sign on behalf of Plumas County.

END OF MEMORANDUM

## LEGAL SERVICES AGREEMENT

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

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

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

1. **TERM.** The term of this Agreement commences July 1, 2022 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement.
2. **LEGAL SERVICES.** Attorney will provide the following services:

A. Attorney shall represent conservatees as appointed by the Court through all trial court proceedings in Welfare and Institutions Code Section 5365 and Probate Code Sections 1470, 1471, 1823(b)(6) and 1826(g) actions up to the appointment of appellate counsel, if applicable. Attorney shall also accept appointment in guardianship and dementia cases in the same capacity.

B. Attorney shall appear at all hearings, upon notice by the Public Guardian or County Counsel of such hearings.

C. When an L.P.S. or Probate conservatorship is set for a hearing or reappointment, Attorney shall meet with each conservatee living in Plumas County, at least thirty (30) days prior to the court date to explain to the client his/her options and explain the court procedure. Public Guardian or Mental Health staff will assist in providing transportation for in-town and out-of-town clients and meeting space, if requested by Attorney.

D. Attorney shall notify Public Guardian and/or Mental Health staff at least two (2) weeks in advance of the hearing as to the conservatee's wishes with regard to his/her court hearing so that staff can arrange transportation and be ready to accompany conservatee to court, if so requested.

E. Attorney shall make phone calls or have face-to-face meetings with each appointed conservatee, at approximately six month intervals to

answer any questions, concerns or complaints the conservatee has with the present placement. (It is important that Attorney and conservatees have regular contact so they become familiar with one another and conservatees are aware they have legal representation when hearings occur.)

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

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

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

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

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

ATTORNEY

Kevin Goss, Chair,

Board of Supervisors  
Date:

ATTEST:

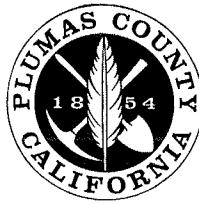
D. McIlroy, Attorney at Law  
P.O. Box 3136  
Quincy, CA 95971  
Date: 06

Heidi White, Clerk of the Board

**APPROVED AS TO FORM**

Gretchen Stuhr  
Gretchen Stuhr, County Counsel

Date: 6/30/22



## Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211  
Quincy, California 95971  
Phone: (530) 283-6336  
Email: [GregEllingson@countyofplumas.com](mailto:GregEllingson@countyofplumas.com)

Greg J. Ellingson  
*Director of Information  
Technology*

DATE: June 29, 2022  
TO: Honorable Board of Supervisors  
FROM: Greg Ellingson, Director of Information Technology  
  
SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF JULY 12, 2022 RE:  
APPROVAL OF MAINTENANCE AGREEMENT FOR SOFTWARE .**

It is recommended that the Board:

1. Approve Item 1 below.

**Item 1:** Approval of attached agreement for software maintenance.

**Background and Discussion:**

The Megabyte property tax software has been in use by Plumas County since 1999. It is the foundation for all property taxes used by the County. Funding for this agreement has been included in the 2022/2023 Information Technology budget.

**AGREEMENT  
MPTS PROPERTY TAX SYSTEM  
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2022 and terminating June 30,  
2 2023 by and between the COUNTY OF PLUMAS, hereinafter referred to as the "County" and  
3 MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin,  
4 California 95677, hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

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

Plumas County Information Technology

520 Main Street, Room 211

Quincy, CA 95971

5. Changes. Changes and modifications to this Agreement may only be made by prior written change order of County, accepted in writing by the Contractor, specifying such change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to by the parties hereto. In no case shall County pay for any extra work or material furnished except as previously agreed upon in such a written change order. The Contractor and the

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

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

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

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

48 9. Patent or Copyright Infringement.

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

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

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

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

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

98 14. Insurance in Force and Effect During Contract Period. The insurance specified above  
99 shall be in a form and placed with an insurance company or companies satisfactory to  
100 County, and shall be kept in force and effect until completion to the satisfaction and  
101 acceptance by County of all work to be performed by the Contractor under this  
102 Agreement.

103 15. Confidentiality. Confidential information is defined as all information disclosed to  
104 Contractor which relates to the County's past, present, and future activities, as well as  
105 activities under this Contract. Contractor will hold all such information in trust and  
106 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to  
107 County all written and descriptive matter which contains any such confidential  
108 information. This provision shall survive the termination or expiration of this agreement.

109 16. Independent Contractor. Contractor shall perform this contract as an independent  
110 contractor for all purposes. Contractor is not, and shall not be deemed, a County  
111 employee for any purpose, including worker's compensation. Contractor shall, at  
112 Contractor's own risk and expense, determine the method and manner by which the  
113 duties imposed on Contractor by this contract shall be performed; provided that County  
114 may monitor the work performed by Contractor; and provided further that Contractor shall  
115 observe and comply with all laws and rules applicable to County in performing the work.  
116 Contractor, not County, shall be responsible for Contractor's negligence and that of  
117 Contractor's agents and employees in performing the work. Contractor shall be entitled  
118 to none of the benefits accorded to a County employee. County shall not deduct or  
119 withhold any amounts whatsoever from the compensation paid to Contractor, including  
120 but not limited to amounts required to be withheld for state and federal taxes. Contractor  
121 alone shall be responsible for all such payments.

122 17. Termination. The County or Contractor may terminate this agreement with 60 days  
123 written notices.

124 18. Notices. All notices provided for by this Agreement shall be in writing and may be  
125 delivered by deposit in the First Class United States mail, by certified, or by registered  
126 mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall  
127 be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin,  
128 California 95677. Notices to the County shall be addressed to Plumas County

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

134 **CONTRACTOR:**  
135 Megabyte Systems, Inc

### **Plumas County:**

138 By \_\_\_\_\_  
139 Nicholas M Betts,  
140 President/Secretary.

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

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

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

**ATTEST:**

148 By: \_\_\_\_\_  
149 Heidi White

Date Signed:

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

6/29/2022

## EXHIBIT A

### SCOPE OF SERVICE

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

Contractor will provide the following maintenance support services:

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

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

County must grant Megabyte full administrator rights (SA).

## **SQL server database support services**

Contractor will provide the following SQL sever database services:

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

County shall perform the following tasks:

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

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

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

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

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.  
Features Include:
  - Previous year costs and net change.
  - View/Print of completed form(s).
  - Extraction of data for web access.
  - Audit reports.
  - Import/merge of filed data to the personal property system.
  - Images/PDF retained of the filed statements with access via the personal property subsystem.

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

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

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

**EXHIBIT B**  
**PAYMENT FOR SERVICES RENDERED**

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

Term	Description	Amount
7/1/2022 – 6/30/2023	MPTS Property Tax System Maintenance/Support	\$10,044.13 per month
7/1/2022 – 6/30/2023	Online Business Property Filing Maintenance/Support	\$290.69 per month
7/1/2022 – 6/30/2023	Transient Occupancy Tax Licensing/Support	\$273.65 per month

**COMPENSATION FOR EXTRA SERVICES**

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

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

**\$150.00 per hour**

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

**\$150.00 per hour**

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

**ADDENDUM TO AGREEMENT  
PROPERTY TAX SYSTEM MAINTENANCE  
JULY 1<sup>st</sup> 2022**

**MEGABYTE SYSTEMS INC  
MPTS WEB SERVICES**

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

1. This Agreement is considered to be an addendum to the existing Agreement Property Tax System Maintenance dated July 1<sup>st</sup>, 2022 in effect between County and Contractor.
2. **Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Assessor Public Version of the MPTS Web Services.

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

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

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry – Current Assessment Roll information only.
- Tax Collector – Current Tax Roll information only.
- Cosmetic Customizations only i.e. color schemes, County logos, etc.
- Note: this version does not have any Security features. Name only appears, not address.
- Prior Year (previous year only) View/Print Taxbill Online (additional monthly charge of \$49.39 included in price below).
- Web bill print for Tax Collector (additional monthly charge of \$78.80 included in price below).

6. **Price.** The monthly charge for the MPTS Web Services described above is \$616.49. If on-site support is required travel time and expenses will be billable to County at the standard Megabyte rate. County is responsible for paying any state or local sales or use taxes that may be attributable to the License granted herein.
7. County must provide communication access to Contractor via the Web at acceptable speeds (County minimum of T1 or business DSL).
8. **Termination.** County or Contractor may terminate this Addendum with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

**ADDENDUM TO AGREEMENT  
PROPERTY TAX SYSTEM MAINTENANCE  
JULY 1<sup>st</sup> 2022**

**MEGABYTE SYSTEMS INC  
MPTS WEB SERVICES**

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**CONTRACTOR:**  
Megabyte Systems, Inc.

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

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

**Plumas County:**

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

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

Plumas County Counsel

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Deputy County Counsel