Board of Supervisors

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

AGENDA FOR REGULAR MEETING
SEPTEMBER 5, 2023 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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

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

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS
Report and update Dixie Fire Recovery efforts; receive report and discussion

B. DIXIE FIRE COLLABORATIVE
Report, update, and discussion on Dixie Fire Collaborative efforts

C. US FOREST SERVICE - US FOREST SERVICE
Report and update.

D. MUNIS HR/PAYROLL MODULE UPDATE
Report and update on Pentamation, Tyler/Munis software migration and 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. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health and Lassen County Public Health to provide services related to the Ryan White Part C Program for FY 2023-2024; effective April 1, 2023; not to exceed $12,260.00; (No General Fund Impact); approved as to form by County Counsel. View Item

2) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Lassen County Public Health to provide services related to the Ryan White Part B Program for FY 2023-2024; effective April 1, 2023; not to exceed $10,889.00; (No General Fund Impact); approved as to form by County Counsel. View Item

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health and the County of Shasta to assist Plumas County in meeting their epidemiological requirements for the United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Emergency Preparedness grant; effective July 1, 2023 through June 30, 2026; not to exceed $14,698.35; (No General Fund Impact); approved as to form by County Counsel. View Item

4) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Public Health and Fiscal Experts, Inc., to provide Time Study Buddy software for the Medi-Cal Administrative Program; effective July 1, 2023; not to exceed $5,000.00; (No General Fund Impact); approved as to form by County Counsel. View Item

5) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and The Regents of the University of California to provide services related to the Ryan White Part C Program for FY 2023-2024; effective April 1, 2023; not to exceed $10,400.00; (No General Fund Impact); approved as to form by County Counsel. View Item

6) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Redding Critical Care Medical Group to provide services related to the Ryan White Part C Program for FY 2023-2024; effective April 1, 2023; not to exceed $7,200.00, (No General Fund Impact); approved as to form by County Counsel. View Item

7) Approve and authorize Plumas County Public Health to recruit and fill, funded and allocated, vacant one (1) FTE Office Supervisor position; vacancy due to resignation; effective August 23, 2023 (No General Fund Impact). View Item

8) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health and Plumas County Office of Education for activities related to the SNAP-Ed Program for Fiscal Year 2023-2024; effective October 1, 2023; not to exceed $10,000.00; (No General Fund Impact); approved as to form by County Counsel. View Item

9) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health and Plumas County Facility Services to maintain and upkeep the Alternant Care Site generator; effective July 1, 2023; not to exceed $2,000.00; (No General Fund Impact); approved as to form by County Counsel. View Item

B. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health Department and Doctor of Osteopathic Medicine, Joseph Schad to provide assistance to clinical staff and Medication Assisted Treatment to patients when needed; effective July 1, 2023; not to exceed $40,000.00; (No General Fund Impact); approved as to form by County Counsel. View Item

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health Department and Granite Wellness Centers residential facility to treat substance-use disorder clients; effective July 1, 2023; not to exceed $100,000.00; (No General Fund Impact); approved as to form by County Counsel. View Item

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aegis Treatment Centers to provide Narcotic Replacement Therapy services, counseling programs and conduct face to face individual and group consultations; effective July 1, 2023 through June 30, 2027; not to exceed $40,000.00 per FY, $160,000.00 total; (No General Fund Impact); approved as to form by County Counsel. View Item

4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Reno Behavioral Healthcare Hospital to provide therapeutic mental health and chemical dependency services; effective July 1, 2023; not to exceed $100,000.00; (No General Fund Impact); approved as to form by County Counsel. View Item

C. DEPUTY CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in August of 2023, as submitted. View Item

D. FACILITY SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Frasure & Son Carpet Cleaning for custodial services and rental management services for county facilities in Portola; effective October 1, 2023; not to exceed $31,400.00; (General Fund Impact); approved as to form by County Counsel. View Item

2) Approve and authorize Board Chair to sign agreement between Facility Services and KJ's Cleaning Service for custodial services and rental management services for county facilities in Chester; effective October 1, 2023; not to exceed $40,730.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel. View Item

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and Environmental Systems, Inc. (ESI) for software that operates the HVAC system for county facilities and the county's swipe card security system for the Courthouse and Courthouse Annex; effective July 1, 2023; not to exceed $1,290.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel. View Item

E. PUBLIC WORKS

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Bob's Janitorial for janitorial services at the Public Works Headquarters Building; effective July 1, 2023; not to exceed $23,400.00; (General Fund Impact) as approved in FY23/24 budget. View Item

F. PLANNING & BUILDING SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Planning & Building Services and Smile Business Products, Inc. for the lease and maintenance of two copiers; effective September 1, 2023 through November 30, 2026; not to exceed $50,000.00; (General Fund Impact); approved as to form by County Counsel. View Item

G. PROBATION

1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and Shasta Treatment Associates to provide a Sex Offender Management Program for juveniles and adults; effective July 1, 2023; not to exceed $8,000.00; (No General Fund Impact); approved as to form by County Counsel. View Item

2) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and Redwood Toxicology, Inc. to perform drug testing services for Probation clients; effective July 1, 2023; not to exceed $70,000.00; (General Fund Impact, $14,600.00 with remainder funded through grants); approved as to form by County Counsel. View Item

3) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and the County of Shasta for use of their Juvenile Rehabilitation Facility; effective July 1, 2023; not to exceed $150,000.00; (General Fund Impact, only while juvenile is awaiting a court hearing with remainder funded through grants); approved as to form by County Counsel. View Item

4) Approve and authorize Plumas County Probation Department to recruit and fill, funded and allocated, vacant one (1) FTE Deputy Probation Officer I/II position; vacancy due to resignation; effective July 26, 2023; (No General Fund Impact). View Item

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

1) Approve and authorize Beckwourth CSA Manager to pay Plumas Sanitation a non-contract payment in the amount of $6,750.00 for pumping the wet well to keep it from overflowing and to pay Jet Plumbing a non-contract payment in the amount of $2,907.07 for troubleshooting the pump and clearing the obstruction from the pump; (No General Fund Impact); discussion and possible action. View Item

B. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

C. CONVENE AS THE WALKER RANCH COMMUNITY SERVICES DISTRICT

1) Approve and authorize Chair to sign an agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc. to install water & sewer laterals; effective September 5, 2023; not to exceed $96,900.00; (No General Fund Impact); approved as to form by County Counsel. View Item

D. ADJOURN AS THE WALKER RANCH COMMUNITY SERVICES DISTRICT

4. DEPARTMENTAL MATTERS

A. BEHAVIORAL HEALTH - Sharon Sousa

1) Adopt **RESOLUTION** to accept contract Agreement Number 23-30098 for the State of California Department of Health Care Services (DHCS) Drug Medi-Cal Treatment Program Substance Use Disorder Services; and authorize the County Behavioral Health Director to sign any documents pertaining to this agreement; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote** View Item

2) Approve and authorize Plumas County Behavioral Health to pay Traditions Behavioral Health a non-contract invoice in the amount of $525.00 for mental health specialty doctor services; (No General Fund Impact); discussion and possible action. View Item

3) Approve and authorize Plumas County Behavioral Health to pay SIYAN Clinical Corporation a non-contract invoice in the amount of $780.00 for mental health doctor fees for specialty services; (No General Fund Impact); discussion and possible action. View Item

4) Approve and authorize Plumas County Behavioral Health to pay Comprehensive Solutions a non-contract invoice in the amount of $859.00 for specialty mental health services for a youth who has experienced repeated psychiatric hospitalizations and who has required a higher level of care than what our outpatient clinic could provide; (No General Fund Impact); discussion and possible action. View Item

B. PUBLIC HEALTH AGENCY - Dana Krinsky

1) Approve budget transfers for all accounts to be balanced for Fiscal Year 22/23: Budget transfer in Department (20830) Senior Nutrition of $29,860 from Retirement (51080) to Accounts (51020-51110); Budget transfer in Department (20480) Senior Transportation of $55,000.00 from Regular wages (51000) and of $22,236.00 from Retirement (51080) to Accounts (51060-51070) to cover costs that exceeded expectation in 22/23 Budget; approved by the Auditor; discussion and possible action. **Four/Fifths Roll call vote** View Item

2) Approve budget transfers for all accounts to be balanced for Fiscal Year 22/23: Budget transfer in Department (70560) Public Health of $98,496.00 from Regular wages (51000) to OPEB liability (51081) and Unemployment Insurance (51070) and Compensation (51110); Budget transfer in Department (70561) Public Health of $2,337.00 from Retirement (51080) to Overtime (51060) and Group Insurance (51090) and Unemployment (51070); Budget transfer in Department (70566) Public Health of $1,918.00 from retirement (51080) to Overtime (51060) and Group Insurance (51090) and Unemployment (51070); Budget transfer in Department (70559) Public Health of $212.00 from Retirement (51080) to Unemployment (51070) and OPEB Liability (51081) to cover costs that exceeded expectation in FY 2022-2023 Budget; approved by the Auditor; discussion possible action. **Four/Fifths Roll call vote** View Item

C. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize the fixed asset purchase of two (2) unmarked law enforcement vehicles; not to exceed $140,000.00 from fund 70331-541500; (No General Fund Impact) use of Sheriff's AB443 funds; discussion and possible action. **Four/Fifths Roll call vote**. View Item

2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and NEOGOV/PowerDMS for Powertime, PowerFTO, Power Training and Power Policy software services for scheduling and training subscription; effective October 1, 2023; not to exceed $40,000.00; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. View Item

3) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Plumas-Sierra Telecommunications (PST) which will allow PST to connect to users at the county-owned communication site located on Radio Hill and provide PST with the ability to offer fiber-optic connectivity to its tenants and prospective tenants; effective September 5, 2023; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. View Item

D. AUDITOR-CONTROLLER - Martee Nieman (Graham)

1) Approve and authorize Chair to sign a Third Amendment to the agreement between Plumas County Auditor-Controller and Tyler Technologies, Inc. for the redesign of the Chart of Accounts; effective September 5, 2023; for an additional amount not to exceed $40,000; (General Fund Impact); approved as to form by County Counsel. View Item

E. HUMAN RESOURCES - Nancy Selvage

1) Adopt **RESOLUTION** ratifying the Memorandum of Understanding Between the County of Plumas and the Plumas County Confidential Employees Association; (General Fund Impact); discussion and possible action. **Roll call vote** View Item

2) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between The County of Plumas and the Probation Association and the Mid-Management Association; (General Fund Impact); discussion and possible action. **Roll call vote** View Item

F. INFORMATION TECHNOLOGY

1) Approve and authorize Plumas County Information Technology to pay Faronics a non-contract invoice in the amount of $2,457.00; (General Fund Impact) as approved in the FY23/24 budget; discussion and possible action. View Item

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

6. BOARD OF SUPERVISORS

A. APPOINTMENTS

B. CORRESPONDENCE

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

B. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy

C. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000

D. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000

E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

F. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC

G. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al.,

United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

H. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (4 cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourn meeting to Tuesday, September 12, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health and** Lassen County Public Health to provide services related to the Ryan White Part C Program for FY 2023-2024**; effective** April 1, 2023**; not to exceed** $12,260.00**; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

The Interim Director respectfully recommends that the Chair ratify and sign the following service agreement related to the Ryan White Part C Program for Fiscal Year 2023-2024; Lassen County Public Health, in the amount of $12,260.00 beginning April 1, 2023 and ending March 31,2024; Approved as to form by County Counsel.

Background and Discussion:

As the Board is aware, Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county region of Modoc, Sierra, Lassen, Plumas and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five county regions for the Ryan White Program.

Ryan White Part C funds provide for direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation and clinical care, and referral to specialty and other health services. The program maintains four HIV clinic sites within the five county regions to provide these services. Services available to clients include primary medical care, HIV specialty care, laboratory services, medications, dental care, nutrition counseling, psychosocial counseling, health education and risk reduction counseling, medication adherence counseling and nutritional supplements.

Action:

Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Lassen County Public Health to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed $12,260.00.

Fiscal Impact:

There is no fiscal impact to the General Funds as this agreement will be paid with funding from the Ryan White Part C Program (Budget Unit 70560)

Attachments:

1. 23-439 PARTC2324LCPH

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PUBLIC HEALTH AGENCY** (hereinafter referred to as "County"), and LASSEN COUNTY PUBLIC HEALTH, a political subdivision of the State of California, (hereinafter referred to as "Sub Contractor").

The parties agree as follows:

1. Scope of Work. Sub Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Sub Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Sub Contractor under this Agreement shall not exceed Twelve Thousand Two Hundred Sixty Dollars ($12,260.00).

3. Term. The term of this agreement shall be from April 1, 2023 through March 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sub Contractor from April 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Sub Contractor or furnish any other consideration under this Agreement and Sub Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Sub Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Sub Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Sub Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Sub Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Sub Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly the negligence of Sub Contractor or its officers, employees, agents, Sub Contractors, licensees or servants.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

      ii. All coverage available under such policy to Sub Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Sub Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Sub Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Sub Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

11. Relationship of Parties. It is understood that Sub Contractor is not acting hereunder as an employee of the County, but solely as an independent Sub Contractor. Sub Contractor,

by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Sub Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Sub Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Sub Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Sub Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Sub Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Sub Contractor.

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

County:

Plumas County Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Public Health Program Division Chief

Sub Contractor:

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

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

23. Contract Execution. Each individual executing this Agreement on behalf of Sub Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Sub Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Sub Contractor is required to verify that none of the Sub Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Sub Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Sub Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A	Scope of Work	2 Pages
Exhibit B	Fee Schedule	1 Page
Exhibit B-I	Budget	1 Page
Exhibit C	General Terms and Conditions (GTC-610)	4 Pages
Exhibit D	Special Terms and Conditions	26 Pages
Exhibit E	Additional Provisions	2 Pages
Exhibit F	Federal Terms and Conditions	5 Pages
Exhibit G	Sub Contractor HIV/AIDS Confidentiality Agreement	2 Pages
Exhibit H	Sub Contractor Certification (CCC-307)	5 Pages
Exhibit I	Information Privacy and Security Requirements	11 Pages
Exhibit J	Darfur Contracting Act Certification	1 Page

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

SUB CONTRACTOR:

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

Approved as to Form:

By:_____
Lassen County Counsel
Date signed:

By:_____
Richard Egan
County Administrative Officer
Date signed:

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

COUNTY:

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

By: Dana Krinsky
Dana Krinsky
Assistant Director of Public Health
Date signed: 8/9/23

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

ATTEST:

By:_____
Heidi White
Clerk of the Board
Date Signed:

Approved as to form:

_____
Joshua Brechtel
Deputy County Counsel

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

SUB CONTRACTOR:

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

Approved as to Form:

By: _____
Lassen County Counsel
Date signed: 7/18/23

By: _____
Richard Egan
County Administrative Officer
Date signed:

By: _____
Barbara Longo, Director
Lassen County Health and Social Services
Date Signed: 8/1/23

COUNTY:

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

By: _____
Dana Krinsky
Assistant Director of Public Health
Date signed: 8/9/23

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

ATTEST:

By: _____
Clerk of the Board
Date Signed:

APPROVED AS TO FORM:

_____
Deputy Plumas County Counsel

EXHIBIT A

Scope of Work

Reporting and Performance Requirements:

1. The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

   A. Provide client data as needed to EIS patient coordinator for required reports to HRSA.
   B. Input data into ARIES System.

   C. Provide quarterly Outreach and Testing report.

   D. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for allowable categories of services outlined in Subcontractor's Budget.

HIV Early Intervention Services (EIS) Patient Coordinator Job Description

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

Job Duties and Responsibilities:

- Counsels and assists the EIS client and significant others about HIV progression, management and transmission, adherence to medication regimens, community resources and benefits.

- Coordinates with EIS team the development of a written service plan for each EIP client.

- Oversees the EIS client's service plan schedule, assisting him/her to follow the recommendations (e.g., referrals, tests, nutritional counseling, substance abuse counseling, special-appointments, etc.).

- Coordinates and facilitates a client case conference to assess the EIS client's progress, quality of care given, and the ongoing need and eligibility for EIS services; uses case conference information to update the service plan.

- Investigates and resolves problems in direct EIS client services and ensures compliance with regulations and standards.

- Works closely with the CQI/Program Coordinator to ensure comprehensive program delivery and quality patient care. Assists in the development of goals and objectives for the quality assurance program.

- Coordinates EIS multidisciplinary team meetings and works with all EIS staff to analyze, monitor and ensure high levels of quality performance and productivity.
- Assures confidentiality of medical records and other client information.
- Attends required meetings and participates in committees as necessary.
- Participates in professional development activities to keep current with health care trends and practices in HIV clinical services management.
- Gathers data and reports monthly and annually for statistical and planning purposes.
- Ensures the coordination of community awareness activities on behalf of EIS Clinical Services.
- Performs related work as required. Attends required meetings and participates in committees as necessary.

Knowledge and Abilities:

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

EXHIBIT B

Fee Schedule

Invoicing and Payment:

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

A. Invoice(s) Shall.

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

B. Invoice(s) Schedule:

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

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21.Notice Addresses.

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Twelve Thousand Two Hundred Sixty Dollars ($12,260.00).

EXHIBIT B-1

Budget

Subcontractor Budget

Program	Part-C
Subcontractor	Lassen County Public Health
Contract Year	April 1, 2023 - March 31, 2024

	Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
Personnel								
Rhonda Gills, R.N	Patient Coordination	Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Service:	68,254	0.039	FTE	2,661
Rhonda Gills, R.N	SA assessments	Med Case Mgt, Substance Abuse Svcs & Test Kits	CMS	Substance Abuse Services Outpatient	68,254	0.015	FTE	1,024
Rhonda Gills, R.N	high risk outreach & testing	Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Service:	68,254	0.040	FTE	2,730
								-
Total Personnel								-
								6,415
Fringe Benefits								
Rhonda Gills, R.N	Patient Coordination	Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Service:	2,661	0.340	Fringe Rte	905
Rhonda Gills, R.N	SA assessments	Med Case Mgt, Substance Abuse Svcs & Test Kits	CMS	Substance Abuse Services Outpatient	1,024	0.340	Fringe Rte	348
Rhonda Gills, R.N	high risk outreach & testing	Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Service:	2,730	0.340	Fringe Rte	928
					-			-
Total Fringe Benefits					-			-
								2,181
Travel								
Travel & Continuing Education		Patient Coord/MCM	CMS	Outpatient / Ambulatory Health Service:	1,300	1.000	Unit Cost	1,300
								-
								-
								-
Total Travel								-
								1,300
Other								
HIV test kits & confirmatory testing		Med Case Mgt, Substance Abuse Svcs & Test Kits	CMS	Substance Abuse Services Outpatient	1,401	1.000	Unit Cost	1,401
								-
								-
								-
Total Other								-
								1,401
Indirect		Patient Coord/MCM	Admin Exp	Grantee Administration	6,415	0.150		963
Total Subcontract								**12,260**

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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

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

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

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

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

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

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

20. LOSS LEADER:

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

EXHIBIT D

Special Terms and Conditions

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

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

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

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

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

Index of Special Terms and Conditions

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

1. **Federal Equal Opportunity Requirements**

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment/Property definitions

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

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. **Software** and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

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

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

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

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

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

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

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

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

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

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

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

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

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

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

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

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

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

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

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

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

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

a Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection 8.2. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

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

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole re performance of this Agreement. Rice, Audrey (AudreyRice@countyofplumas.com) is signed

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. **Audit and Record Retention**

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

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

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

9. **Federal Contract Funds**

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

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

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

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

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

10. Termination

a. For Cause

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

b. For Convenience

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

11. Intellectual Property Rights

a. Ownership

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

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

c. **Copyright**

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

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

d. **Patent Rights**

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

e. **Third-Party Intellectual Property**

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

f. **Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

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

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

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

g. Intellectual Property Indemnity

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

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its

authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401 14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

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

12. Air or Water Pollution Requirements

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

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

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

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

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

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. **Financial and Compliance Audit Requirements**

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives $25,000 or more from any State agency under a direct service contract or agreement, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives less than $25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

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

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

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

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

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

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

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

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

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

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

18. Human Subjects Use Requirements

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

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

19. Novation Requirements

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

20. Debarment and Suspension Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Smoke-Free Workplace Certification

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

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

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

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

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

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

23. Payment Withholds

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

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

24. Performance Evaluation

(Not applicable to grant agreements.)

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

25. Officials Not to Benefit

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

26. Four-Digit Date Compliance

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

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

27. Prohibited Use of State Funds for Software

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

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

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

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

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

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

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

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

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

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

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

30. **Union Organizing**

(Applicable only to grant agreements.)

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

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

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

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

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

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

(Applicable only to nonprofit organizations.)

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

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

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

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

c. Specific allowable fringe benefits include:

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

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

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

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

f. Earned/Accrued Compensation

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

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

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

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

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

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

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

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

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

32. Suspension or Stop Work Notification

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

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

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

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

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

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

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

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

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

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

33. Public Communications

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

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

34. Compliance with Statutes and Regulations

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

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

35. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

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

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

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

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

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

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

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

b. Prohibition

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

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

County of Lassen
Name of Contractor

Richard Egan
Printed Name of Person Signing for Contractor

PartC2324LCPH
Contract / Grant Number

Signature of Person Signing for Contractor

9/3/23
Date

County Administrative Officer
Title

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

1 Type of Federal Action:
[ ] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[ ] a. bid/offer/application
b. initial award
c. post-award

3. Report Type
[ ] a. initial filing
b. material change
For Material Change Only:
Year ____ quarter ____
date of last report ____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier ____, if known:
Congressional District, If known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, If known:

6. Federal Department/Agency

7 Federal Program Name/Description:
CDFA Number, if applicable: ____

8 Federal Action Number, if known:

9. Award Amount, if known:
$

10.a. Name and Address of Lobbying Registrant
(If individual, last name, first name, MI):

b. Individuals Performing Services *(including address if different from 10a.*
(Last name, First name, MI):

11 Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature
Print Name: Richard Egan
Title: CAO
Telephone No.: Date: 9/13/23

Federal Use Only

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

EXHIBIT E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

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

B. Insurance Coverage Requirements

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

1) Commercial General Liability– Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under as insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are

concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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

EXHIBIT F

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

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

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

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

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

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. **Federal Contract Funds**

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

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

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

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

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

2. **Federal Equal Opportunity Requirements**

   Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

   b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

   c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

3. **Debarment and Suspension Certification**

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

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

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

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

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

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

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

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

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

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

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

4. **Covenant Against Contingent Fees**

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

5. **Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

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

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

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

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

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

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

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

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

b. Prohibition

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

6. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

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

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

County of Lassen
Name of Contractor

PARTC2324LCPH
Contract Number

9/3/23
Date

Richard Egan
Typed Name of Person Signing for Contractor

Signature of Person Signing for Contractor

County Administrative Officer
Title

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

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

1. Type of Federal Action:
   [ ] a. contract
   b. grant
   c. cooperative agreement
   d. loan
   e. loan guarantee
   f. loan insurance

2. Status of Federal Action:
   [ ] a. bid/offer/application
   b. initial award
   c. post-award

3. Report Type:
   [ ] a. initial filing
   b. material change
   For Material Change Only:
   Year ____ quarter ____
   date of last report ____

4. Name and Address of Reporting Entity:
   ☐ Prime ☐ Subawardee
   Tier ___, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:

6. Federal Department/Agency:

Congressional District, if known:

7. Federal Program Name/Description:

COFA Number, if applicable: ____

8. Federal Action Number, if known:

9. Award Amount, if known:
   $

10.a. Name and Address of Lobbying Registrant
(If individual, last name, first name, MI):

b. Individuals **Performing Services** *(including address if different from 10a.*
(Last name, First name, MI):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not more than $100,000 for each such failure.

Signature: R
Print Name: Richard Egan
Title: CAO
Telephone No.:
Date: 8/3/23

Federal Use Only

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

EXHIBIT G
Sub Contractor HIV/AIDS Confidentiality Agreement

State of California
Health and Human Services Agency

California Department of Public Health

Agreement by Employee/Sub Contractor to Comply with Confidentiality Requirements

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

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

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

Employee Confidentiality Pledge

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

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

Richard Egan		8/3/23
Employee name (print)	Employee Signature	Date
N/A	N/A	N/A
Supervisor name (print)	Supervisor Signature	Date
County of Lassen		
Name of Employer		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

EXHIBIT H
Sub Contractor Certification

Contractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Lassen	

By (Authorized Signature)

Printed Name and Title of Person Signing

Richard Egan, County Administrative Officer

Date Executed	Executed in the County of
8/3/23	Lassen

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

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

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

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

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

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

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

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

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

b) Former State Employees (PCC 10411):

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

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

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

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

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

EXHIBIT I
Information Privacy and Security Requirements

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

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

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

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

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

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

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

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

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7 is protected from disclosure under applicable state or federal law.

F Security Incident: "Security Incident" means:

1. an attempted breach; or

2 the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

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

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

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

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

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

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

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

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

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

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

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

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

XI. Breach and Security Incident Responsibilities

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

Contractor shall take:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment 1
Contractor Data Security Standards

1. **General Security Controls**

   A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

   B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

   C ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

   D ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

   E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

   F ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

   G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

   H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

   I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. **Audit Controls**

   A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

   B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

   C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. **Business Continuity / Disaster Recovery Controls**

   A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

   B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. **Paper Document Controls**

   A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

   B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

   C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

   D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

EXHIBIT J

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

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

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed) County of Lassen	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing Richard Egan, County Administrative Officer	
Date Executed 8/3/23	*Executed in the County and State of* Lassen, California

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Lassen County Public Health to provide services related to the Ryan White Part B Program for FY 2023-2024; effective April 1, 2023; not to exceed $10,889.00; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

The Interim Director respectfully recommends that the Chair ratify and sign the following service agreement related to the Ryan White Part B Program for Fiscal Year 2023-2024; Lassen County Public Health, in the amount of $10,889.00; beginning April 1, 2023 and ending March 31,2024. Approved as to form by County Counsel.

Background and Discussion:

As the Board is aware, Plumas County Public Health Agency has served as a fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county region of Modoc, Sierra, Lassen, Plumas and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five county regions for the Ryan White Program.

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

Action:

Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Lassen County Public Health to provide services related to the Ryan White Part B Program for FY 2023-2024; effective April 1, 2023; not to exceed $10,889.00.

Fiscal Impact:

There is no fiscal impact to the General Funds as this agreement will be paid with funding from the Ryan White Part B Program (Budget Unit 70560).

Attachments:

1. 23-454 PARTB2324LCPH

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PUBLIC HEALTH AGENCY** (hereinafter referred to as "County"), and COUNTY OF LASSEN, through its PUBLIC HEALTH DEPARTMENT, a political subdivision of the State of California, (hereinafter referred to as "Sub Contractor").

The parties agree as follows:

1. Scope of Work. Sub Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Sub Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Sub Contractor under this Agreement shall not exceed Ten Thousand Eight Hundred Eighty-Nine Dollars ($10,889.00).

3. Term. The term of this agreement shall be from April 1, 2023 through March 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sub Contractor from April 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Sub Contractor or furnish any other consideration under this Agreement and Sub Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Sub Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Sub Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Sub Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Sub Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable

grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Sub Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly the negligence of Sub Contractor or its officers, employees, agents, Sub Contractors, licensees or servants.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

      ii. All coverage available under such policy to Sub Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Sub Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Sub Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Sub Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

11. Relationship of Parties. It is understood that Sub Contractor is not acting hereunder as an employee of the County, but solely as an independent Sub Contractor. Sub Contractor,

by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Sub Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Sub Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Sub Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Sub Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Sub Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Sub Contractor.

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

County:

Plumas County Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Public Health Program Division Chief

Sub Contractor:

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

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

23. Contract Execution. Each individual executing this Agreement on behalf of Sub Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Sub Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Sub Contractor is required to verify that none of the Sub Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Sub Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Sub Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A	Scope of Work	2 Pages
Exhibit B	Fee Schedule	1 Page
Exhibit B-I	Budget	1 Page
Exhibit C	General Terms and Conditions (GTC-610)	4 Pages
Exhibit D	Special Terms and Conditions	26 Pages
Exhibit E	Additional Provisions	2 Pages
Exhibit F	Federal Terms and Conditions	5 Pages
Exhibit G	Sub Contractor HIV/AIDS Confidentiality Agreement	2 Pages
Exhibit H	Sub Contractor Certification (CCC-307)	5 Pages
Exhibit I	Information Privacy and Security Requirements	11 Pages
Exhibit J	Darfur Contracting Act Certification	1 Page

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

SUB CONTRACTOR:

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

By:_____
Lassen County Counsel
Date signed:

By:_____
Richard Egan
County Administrative Officer
Date Signed:

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

COUNTY:

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

By: Dana Krinsky
Dana Krinsky
Assistant Director of Public Health
Date signed: 8/9/23

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

ATTEST:

By:_____
Heidi White
Clerk of the Board
Date Signed:

Approved as to form:

Joshua Brechtel
Deputy County Counsel

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

SUB CONTRACTOR:

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

By:_____
Lassen County Counsel
Date signed: 7/25/23

By:_____
Richard Egan
County Administrative Officer
Date Signed:

By:_____
Barbara Longo, Director
Lassen County Health and Social Services
Date Signed: 8/1/2023

COUNTY:

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

By:_____
Dana Krinsky
Assistant Director of Public Health
Date signed: 8/9/23

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

ATTEST:

By:_____
Clerk of the Board
Date Signed:

APPROVED AS TO FORM:

_____
Deputy Plumas County Counsel

EXHIBIT A

Scope of Work

Ryan White Required Services:

The subcontractor will provide outreach services to persons at high risk for HIV in Lassen County.

a. Provide targeted HIV outreach services to high-risk individuals in Lassen County, to bring them into HIV testing & counseling and treatment & care services. These outreach & testing services will be provided at such places as the local County Jail, Drug Court, Behavioral Health, and Juvenile Detention, as well to individuals at local high-risk environments. Will offer partner services either directly or by referral to each HIV + individual. **(See HIV Partner Services Policy below).**

b. Bi-Annual attendance at MCHAC meetings and report on program.

Reporting and Performance Requirements:

The contractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

a. contractor will provide Quarterly Outreach Report Form.

HIV Partner Services Policy

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

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

Procedure: Any client who has high risk factors for transmitting HIV should be offered Partner Services. This includes client who. 1) have a new HIV diagnosis, 2) have a detectable viral load, and 3) have a new STI diagnosis.

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

1. Discuss with the client HIV transmission risk factors and counsel on risk reduction strategies.

2. Discuss the need for this individual to notify his or her sexual or needle-sharing partners about their possible exposure to HIV or another STD and offer partner services as a means of assisting the individual with such notifications.

3. If the client agrees to participate in partner services, interview him or her about partners he or she had within a defined period of time. Try to assemble enough information about each partner to ensure that they can be located and notified of their exposure.

4. Attempt to locate partners named in the interview and notify them of their exposure and need for testing. Notification can be done by the service provider or the client. If the client chooses to contact their partner(s), the service provider should be directly involved in the construction of options and the provision of tools and resources to maximize notification.

5. Counsel each partner about their exposure to infection and provide or refer them to testing, medical care, and other prevention or social services.

6. Follow-up with both the client and each partner to ensure they have accessed medical care.

The following principles should be followed when providing partner services:

- Client centered. All steps of the partner services process should be tailored to the behaviors, circumstances, and specific needs of each client.

- Confidential. Confidentiality should be maintained and is essential to the success of partner services. Confidentiality also applies to data collected as part of the partner services process. When notifying partners of exposure, the identity of the index patient must never be revealed, and no information about partners should be conveyed back to the index patient.

- Voluntary and non-coercive. Participating in partner services should be voluntary for both infected persons and their partners; they should not be coerced into participation.

- Free. Partner services should be free of charge for infected persons and their partners.

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

EXHIBIT B

Fee Schedule

Invoicing and Payment:

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

A. Invoice(s) Shall.

1) Include backup documentation to support the invoice,
2) Bear the contractor's name and Agreement Number exactly as shown on the Agreement.
3) Identify the expense, billing and/or performance period covered on invoice.
4) Invoice(s) must be signed by authorized personnel.

B. Invoice(s) Schedule:

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

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21.Notice Addresses.

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Ten Thousand Eight Hundred Eighty-Nine Dollars ($10,889.00).

EXHIBIT B-1

Budget

Subcontractor Budget	
Program	Part-B
Contractor	Lassen County Public Health
Begin	4/1/2023
Contract Year End:	3/31/2024
	34.00

	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
Personnel						
Helen May, R.N	Core Services	Medical Case Mgt Svcs	68,254	0.055	FTE	3,754
Helen May, R.N	Support Services	Case Management	68,254	0.055	FTE	3,754
						-
						-
						-
Total Personnel						7,508
Fringe Benefits						
Helen May, R.N	Core Services	Medical Case Mgt Svcs	3,754	0.340	Fringe Rte	1,276
Helen May, R.N	Support Services	Case Management	3,754	0.340	Fringe Rte	1,277
			-			-
			-			-
Total Fringe Benefits						2,553
Travel						
Travel	Core Services	Medical Case Mgt Svcs	298	1.000	Unit Cost	298
						-
						-
						-
Total Travel						298
Indirect	Administration	Client Service Administration	7,508	0.071	Indirect	532
Contract Total						10,889

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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

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

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

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

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

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

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

20. LOSS LEADER:

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

EXHIBIT D

Special Terms and Conditions

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

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

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

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

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

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1. **Federal Equal Opportunity Requirements**

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. **Travel and Per Diem Reimbursement**

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

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

3. **Procurement Rules**

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

a. **Equipment/Property definitions**

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

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of $5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

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

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

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

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

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

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

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

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

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

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

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

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

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

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

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

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

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

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

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

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

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

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

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

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole re performance of this Agreement. Rice, Audrey (AudreyRice@countyofplumas.com) is signed

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. **Audit and Record Retention**

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

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

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

9. **Federal Contract Funds**

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

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

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

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

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

10. Termination

a. For Cause

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

b. For Convenience

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

11. Intellectual Property Rights

a. Ownership

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

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

c. Copyright

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

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

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

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

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

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

g. Intellectual Property Indemnity

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

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its

authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

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

i. Survival

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

12. Air or Water Pollution Requirements

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

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

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

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

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

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives $25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives less than $25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

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

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

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

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

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

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

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

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

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

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

18. Human Subjects Use Requirements

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

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

19. Novation Requirements

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

20. Debarment and Suspension Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Smoke-Free Workplace Certification

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

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

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

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

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

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

23. Payment Withholds

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

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

24. Performance Evaluation

(Not applicable to grant agreements.)

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

25. Officials Not to Benefit

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

26. Four-Digit Date Compliance

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

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

27. Prohibited Use of State Funds for Software

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

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

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

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

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

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

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

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

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

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

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

30. Union Organizing

(Applicable only to grant agreements.)

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

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

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

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

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

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

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

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

c. Specific allowable fringe benefits include:

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

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

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

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

f. Earned/Accrued Compensation

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

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

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

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

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

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

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

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

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

32. Suspension or Stop Work Notification

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

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

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

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

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

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

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

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

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

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

33. Public Communications

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

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

34. Compliance with Statutes and Regulations

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

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

35. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

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

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

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

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

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

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

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

b. Prohibition

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

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

County of Lassen	Richard Egan
Name of Contractor	Printed Name of Person Signing for Contractor
Part B 2324 LCPH	
Contract / Grant Number	Signature of Person Signing for Contractor
8/3/23	County Administrative Officer
Date	Title

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

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

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

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI)*:
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: [signature] Print Name: Richard Egan Title: CAO Telephone No.: Date: 10/3/23

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

EXHIBIT E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

1) Coverage Term– Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this Agreement terms.

2) Policy Cancellation or termination and Notice of Non-Renewal– Contractor shall provide to the CDPH with five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contact upon the occurrence of such event, subject to the provisions of this Contract.

3) Premiums, Assessments and Deductibles- Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4) Primary Clause- Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5) Insurance Carrier Required Rating- All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion of all its insurance, review of financial information including a letter of credit may be required.

6) Endorsements- Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance– Inadequate or lack of Insurance does not negate Contractor's obligations under the Agreement.

8) Use of Subcontractors– In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contactor's insurance or supple evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

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

1) Commercial General Liability– Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under as insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are

concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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

EXHIBIT F

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

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

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

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

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

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. **Federal Contract Funds**

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

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

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

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

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

2. **Federal Equal Opportunity Requirements**

   Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

   b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

   c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

3. **Debarment and Suspension Certification**

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

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

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

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

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

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

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

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

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

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

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

4. **Covenant Against Contingent Fees**

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

5. **Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

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

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL "disclosure of Lobbying Activities"") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

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

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

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

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

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

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

b. Prohibition

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

6. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

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

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111--148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111--148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

EXHIBIT G
Sub Contractor HIV/AIDS Confidentiality Agreement

State of California
Health and Human Services Agency

California Department of Public Health

Agreement by Employee/Sub Contractor to Comply with Confidentiality Requirements

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

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

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

Employee Confidentiality Pledge

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

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

Richard Egan, CAO		
Employee name (print)	Employee Signature	Date
N/A	N/A	N/A
Supervisor name (print)	Supervisor Signature	Date
County of Lassen		
Name of Employer		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

EXHIBIT H
Sub Contractor Certification

Contractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Lassen	94 -

By (Authorized Signature)

Printed Name and Title of Person Signing

Richard Egan, County Administrative Officer

Date Executed	Executed in the County of
9/3/2023	Lassen

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

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

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

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

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

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

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

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

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

b) Former State Employees (PCC 10411):

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

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

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

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

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

EXHIBIT I
Information Privacy and Security Requirements

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

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

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

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

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

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

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

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

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

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

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

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

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

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

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

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

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

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

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

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

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

XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment 1
Contractor Data Security Standards

1. **General Security Controls**

   A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

   B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

   C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

   D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

   E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

   F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

   G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

   H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

   I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. **Audit Controls**

   A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

   B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

   C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. **Business Continuity / Disaster Recovery Controls**

   A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

   B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted.The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. **Paper Document Controls**

   A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

   B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

   C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

   D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

EXHIBIT J

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

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

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed) County of Lassen	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing Richard Egan, County Administrative Officer	
Date Executed 10/31/2023	*Executed in the County and State of* Lassen, California

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

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

FROM: **Audrey Rice, Administrator Assistant II**

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health and the County of Shasta** to assist Plumas County in meeting their epidemiological requirements for the United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Emergency Preparedness grant**; effective July 1, 2023 through June 30, 2026; not to exceed $14,698.35; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

The Interim Director of Public Health respectfully recommends that the Chair sign an Agreement with the County of Shasta in the amount of $14,698.35; effective July 1, 2023.

Background and Discussion:

As the Board is aware, Plumas County Public health Agency has had the responsibility of the Center for Disease Control and Prevention (CDC) Emergency Preparedness grant for the past three years.

The Emergency Preparedness Grant requires Plumas County to have epidemiological capacity. Plumas County Public Health Agency's budget could not absorb the cost of a full-time epidemiologist. For the past several years, Shasta County has shared its epidemiologist with the counties in Regional III. Shasta County has agreed to provide epidemiological services focusing on Communicable Disease and Bioterrorism to Plumas County for the next three years. The term of this agreement will be from July 1, 2023 through June 30,2023.

Action:

Approve a multi year Professional Services Agreement with the County of Shasta in the amount of $14,698.35; to assist Plumas County in meeting their epidemiological requirements for the United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Emergency Preparedness grant; effective July 1, 2023; no impact to the General Fund; approved as to form by County Counsel.

Fiscal Impact:

There is no fiscal impact on the general fund as this agreement is funded through the Public Health Emergency Preparedness Program.

Attachments:

1. HPP2324SHASTA

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND COUNTY OF PLUMAS

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("Shasta"), and County of Plumas, a political subdivision of the State of California ("Plumas"), (collectively, the "Parties" and individually a "Party"), for the purpose of facilitating regional epidemiological activities.

Section 1. RESPONSIBILITIES OF PLUMAS

A. Pursuant to the terms and conditions of this agreement, Plumas shall:

(1) Within 20 days of request by Shasta, provide epidemiological information including, but not limited to, the numbers of all reportable diseases reported to Plumas each month in order to permit Shasta to complete the responsibilities listed in Section 2.

(2) Follow Joint Epidemiology Response regional plans and associated procedures for the coordination of epidemiological investigations.

(3) Compensate Shasta as prescribed in Section 3 and Section 4 of this agreement.

Section 2. RESPONSIBILITIES OF SHASTA

A. Pursuant to the terms and conditions of this agreement, Shasta shall:

(1) Provide epidemiological services focusing on communicable disease and bioterrorism by:

a. Maintaining a regional notifiable disease tracking system to help Plumas determine when an outbreak occurs within the region. Shasta will notify other counties when an outbreak occurs in Plumas for the purpose of surveillance and prevention.

b. Conduct communicable disease surveillance by distributing a regional monthly communicable disease summary report.

c. Providing epidemiological assistance to Plumas during an outbreak situation. Duties may include, but are not limited to, conducting surveillance to identify further outbreak cases and monitor communicable disease trends among populations at risk in an outbreak situation, investigating and/or serving as consultant for epidemics or outbreaks of diseases, and advising management and incident command of statistical findings for decision-making and remediation purposes.

d. Monitoring the Epidemic Information Exchange ("Epi-X") and other surveillance systems to relay pertinent health threat information to Plumas.

e. Conducting a training needs assessment with Plumas staff and if requested, provide an epidemiological training session to Plumas staff.

(2) Assist Plumas to meet its epidemiological grant requirements for the state fiscal years 2023-24, 2024-25, and 2025-26 from the United States Department of

Health and Human Services, Centers for Disease Control and Prevention ("CDC") Emergency Preparedness by:

a. Consulting with Plumas to prepare the epidemiological sections of the grant requirements on an annual basis.

b. Consulting with Plumas to prepare the epidemiological sections of the grant's bi-annual progress reports.

c. Coordinate an epidemiologic component with Plumas to the annual Statewide Medical and Health Exercise ("SMHE") to test regional epidemiological capacity in an emergency situation, as necessary and when the SMHE scenario is appropriate.

Section 3. COMPENSATION

A. Plumas shall compensate Shasta for the services described in this agreement, as follows:

(1) $4,899.45 for Fiscal Year ("FY") 2023-24;

(2) $4,899.45 for FY 2024-25; and

(3) $4,899.45 for FY 2025-26.

B. In no case whatsoever shall the maximum amount payable under this agreement exceed $14,698.35.

Section 4. BILLING AND PAYMENT

A. Shasta shall submit an invoice for payment to Plumas County, 270 County Road, Ste 206, Quincy, CA 95971, as follows:

(1) By January 15, 2024, for the first six months of FY 2023-24 in the amount of $2,449.73.

(2) By July 15, 2024, for the remaining six months of FY 2023-24 in the amount of $2,449.72.

(3) By January 15, 2025, for the first six months of FY 2024-25 in the amount of $2,449.72.

(4) By July 15, 2025, for the remaining six months of FY 2024-25 in the amount of $2,449.73.

(5) By January 15, 2026, for the first six months of FY 2025-26in the amount of $2,449.73.

(6) By July 15, 2026, for the remaining six months of FY 2025-26 in the amount of $2,449.72.

B. Plumas shall make payment within 30 days of receipt of Shasta's correct and approved invoice to Fiscal Unit, Shasta County Health & Human Services Agency ("HHSA"), P.O. Box 496005, Redding, CA 96049-6005.

C. For the purpose of effectuating compensation, this Section 4 shall survive the termination, expiration, or cancellation of this agreement.

Section 5. TERM OF AGREEMENT

This agreement shall commence July 1, 2023, and shall end June 30, 2026, except for the final invoice which will be due by July 15, 2026, and the payment thereof, which shall be due no later than August 15, 2026. Notwithstanding the foregoing, neither Party shall be obligated for providing its responsibilities hereunder for any future state fiscal year unless or until both Parties' Board of Supervisors appropriates funds for their respective responsibilities in this agreement in their annual budget. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last state fiscal year for which funds for the Parties' responsibilities in this agreement were appropriated. For the purposes of this agreement, the state fiscal year commences on July 1 and ends on June 30 of the following year. Both Parties shall notify the other Party in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT

A. If either Party materially fails to perform its responsibilities under this agreement to the satisfaction of the other Party, or if a Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then other Party shall have the right to terminate this agreement for cause effective immediately upon giving written notice thereof. If termination for cause is given by either Party and it is later determined that the other Party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

B. Either Party may terminate this agreement without cause on 30 days written notice to the other Party. Plumas shall pay Shasta for all work satisfactorily completed as of the effective date of termination as provided in the written notice from Plumas.

C. Either Party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. Shasta's right to terminate this agreement may be exercised by Shasta's County Executive Officer or his/her designee, HHSA Director or any HHSA Branch Director designated by the HHSA Director.

E. Should this agreement be terminated, both Parties shall promptly provide to the other Party any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by the other Party pursuant to this agreement.

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

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Plumas and Shasta shall be entitled to no other benefits other than those specified herein. Both

Parties specifically acknowledges that in entering into and executing this agreement, both Parties rely solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Plumas and the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of the Parties, neither Party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of other Party. The waiver by either Party of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF SHASTA

Shasta shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Plumas to exercise discretion or control over the professional manner in which Shasta performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Shasta shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Plumas is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner.

Section 10. INDEMNIFICATION

Each Party shall defend, indemnify, and hold the other Party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officials, officers, employees, agents, subcontractors, or volunteers.

Section 11. INSURANCE REQUIREMENTS

Each Party shall maintain and keep in force at its sole cost and expense during the full term of this agreement the following coverage, through insurance, excess insurance, and/or participation in program(s) of self-insurance:

A. Commercial General Liability to include coverage for owned and non-owned automobiles in the amount of not less than $2 million per occurrence.

B. Errors and Omissions coverage with limits of liability of not less than $2 million per occurrence.

C. Workers' Compensation as required by the laws of the State of California, and Employers Liability with a limit of not less than $1 million per occurrence.

Each Party shall require its subcontractors to maintain similar coverage.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

A. Both Parties shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

B. Both Parties shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Each Party represents that they are in compliance with and agrees they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, each Party represents and warrants all websites created or used by

the Parties to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7., and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

D. In addition to any other provisions of this agreement, both Parties shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of their noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

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

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

C. Both Parties agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, local, Shasta, or Plumas audit directly related to their responsibilities provided for in this agreement. Shasta agrees to repay Plumas the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims.

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

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

Section 16. LICENSES AND PERMITS

Each Party, and each Party's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses,

permits, certificates, and credentials required by the laws of the United States and the State of California, and all other appropriate governmental agencies, including any certification and credentials required by Shasta or Plumas. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement.

Section 17. PERFORMANCE STANDARDS

Both Parties shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to such work or services.

Section 18. CONFLICTS OF INTEREST

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

Section 19. NOTICES

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

If to Shasta:
Branch Director
HHSA Public Health Branch
Attn: Contracts Unit
2650 Breslauer Way
Redding, CA 96001
Phone: 530-225-3761
Fax: 530-225-3743

If to Plumas:
Dana Loomis, Director
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971
Phone: 530-283-6330
Fax: 530-283-6425

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of Shasta as provided for in this agreement may be executed and/or exercised by Shasta's County Executive Officer.

Section 20. AGREEMENT PREPARATION

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT

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

Section 22. SEVERABILITY

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

Section 23. CONFIDENTIALITY

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 24. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied

upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 9741C52E-04D5-4492-BE5F-E0FB650A74C5

IN WITNESS WHEREOF, Shasta and Plumas have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

SHASTA

Date: 06/16/2023 | 5:37 PM PDT

DocuSigned by:
Robin Schurig
A429ACA5C619449...

Robin Schurig, MPH, CPH, Public Health Branch Director
Shasta County Health and Human Services Agency
Tax I.D.#: On File

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

DocuSigned by:
Alan Cox
9CBA0F433224BB...

06/16/2023 | 11:36 AM PDT

By: Alan B. Cox
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

DocuSigned by:
James D Johnson
0DBC25FD751A456...

06/16/2023 | 9:40 AM

By: James Johnson
Risk Management Analyst III

PLUMAS

Date: 6/14/2023

Dana Loomis, Director
Plumas County Public Health Agency

Heidi White, Clerk of the Board
Plumas County Board of Supervisors

Date:

Dwight Ceresola, Chair
Plumas County Board of Supervisors

Date:

Approved as to form:

Joshua Brechtel
Deputy County Counsel

Agr.HHSA.Plumas.Epi.2326
2144-65-2023-01
CC: PH41100

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

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

FROM: **Audrey Rice, Administrator Assistant II**

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve and authorize the Chair to ratify and sign an agreement between Plumas County Public Health and Fiscal Experts, Inc.,** to provide Time Study Buddy software for the Medi-Cal Administrative Program**; effective July 1, 2023; not to exceed $5,000.00; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

The Interim Director of Public Health respectfully recommends that the Chair ratify and sign an Agreement with Fiscal Experts, Inc. in the amount of $5,000.00; effective July 1, 2023 to provide Time Study Buddy Software for the Medi-cal Administrative Program.

Background and Discussion:

As the Board is aware, Plumas County Public Health Agency has the fiscal administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively with communities, Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county.

Action:

Approve and authorize the Chair to ratify and sign an Agreement with Fiscal Experts, Inc. to provide Time Study Buddy software for the Medi-Cal Administrative Program; in the amount of $5,000.00.

Fiscal Impact:

This Agreement is fully funded through the Medi-cal Administrative Program so there is no financial impact on the General Fund.

Attachments:

1. MAA2324TSB

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Fiscal Experts, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Five Thousand Dollars ($5,000.00).

3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to 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:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice, Management Analyst

Contractor:

Fiscal Experts, Inc.
5350 Dunlay Drive #2716
Sacramento, CA 95835
Attention: Daniel Gardner, CEO, CFO

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

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

CONTRACTOR:

Fiscal Experts Inc., a California Corporation

By: Daniel Gardner
Daniel Gardner
CEO, CFO
Date signed: 8/13/23

COUNTY:

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

By: Dana Krinsky
~~Dana~~ Krinsky
Interim Director of Public Health
Date signed: 8/14/23

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

ATTEST:

By: _____
Date signed:

APPROVED AS TO FORM:

_____
Deputy Plumas County Counsel

EXHIBIT A

Scope of Work

Platform: The **Time Study Buddy™** is a web-based time study "service." The hardware and software are maintained and hosted by the Vendor. The Customer's workers will access the Vendor's Platform using a computer with Internet access and a supported Internet browser. Currently supported browsers include Internet Explorer Versions 8, 9, 10, Firefox, Safari, and Google Chrome. The Vendor will add support for new versions of Internet Explorer when needed.

Billing: The fee is $25 per quarter per active user, with a minimum charge of $1,250 per quarter. This fee is all-inclusive. Customers will be billed on the 15th day of the middle month of each quarter. Payment is expected within 30 days.

Customer Responsibilities: In addition to those responsibilities stated elsewhere, the Customer will:

- ✓ Provide one Primary Contact.
- ✓ Add and maintain worker accounts.
- ✓ Train the workers how to use the Time Study Buddy to complete their time studies.
- ✓ Use the Time Study Buddy to prepare reports needed to manage and complete their quarterly claim.
- ✓ Use the Time Study Buddy only for the purpose intended and limits this use to within their organization.

Primary Contact: The Primary Contact will be responsible for learning the features of the Time Study Buddy and will serve as the first line of support for Customer questions. The Vendor will train and support the Primary Contact on an as-needed basis.

Customer Data: The Customer will be inputting its Data into the Time Study Buddy. The Vendor will maintain the Customer's Data in a secure environment, keep it confidential, and provide the Customer with access to its Data via downloadable Excel reports.

Vendor Responsibilities: In addition to those responsibilities stated elsewhere, the Vendor will:

- ✓ Assist the Customer with the initial setup.
- ✓ Provide updates to the Time Study Buddy free of charge.
- ✓ Ensure the Time Study Buddy is free of bugs and maintain an uptime of at least 99.9%.
- ✓ Perform scheduled maintenance of its hardware and software outside of normal business hours.
- ✓ Comply with all State and Federal regulations and guidelines.

Security: The Vendor's servers are co-located in San Luis Obispo with the Digital West Networks Data Center and comply with PCI Data Security Standards Level 1. The Vendor's code and data use a 256-bit key Advanced Encryption Standard and comply with ISO/IEC 18033-3.

Backups: The Vendor maintains real-time backups to N+1 redundant servers and hard drives, and daily backups at two off-site locations.

License Agreement: The Vendor uses the "Software as a Service" (SaaS) model in which it uses its Platform (the Time Study Buddy - consisting of hardware and software) to provide a "service" to the Customer via a web-interface. A software license agreement is *not* required because the Customer does *not* have access to the Vendor's software.

Termination: **The Customer may discontinue using the Time Study Buddy at any time and for any reason without further financial obligation, other than for services already provided.**

EXHIBIT B

Fee Schedule

INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the contractor upon services rendered in accordance with this agreement.

A. Invoice(s) Shall:

1) Bear the contractors name, exactly as shown on the Agreement.
2) Bear the contractor Agreement Number.
3) Identify the expense, billing and/or performance date covered on invoice
4) Invoice(s) must be signed by authorized personnel.

B. Invoice(s) Schedule:

Invoice	Description	Invoice Due
#1	July 1st – September 30th	October 15th
#2	October 1st - December 31st	January 15th
#3	January 1st – March 31st	April 15th
#4	April 1st – June 30th	July 15th

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Five Thousand Dollars ($5,000.00).

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

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

FROM: **Audrey Rice, Administrator Assistant II**

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and The Regents of the University of California to provide services related to the Ryan White Part C Program for FY 2023-2024; effective April 1, 2023; not to exceed $10,400.00;** (No General Fund Impact)**; approved as to form by County Counsel.**

Recommendation:

The Interim Director respectfully recommends that the Chair ratify and sign the following service agreement related to the Ryan White Part C Program for Fiscal Year 2023-2024 The Regents of the University of California in the amount of $10,400.00; beginning April 1, 2023 and ending March 31,2024.

Background and Discussion:

As the Board is aware, Plumas County Public Health Agency has served as a fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county region of Modoc, Sierra, Lassen, Plumas and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five county regions for the Ryan White Program.

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

Action:

Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and The Regents of the University of California to provide services related to the Ryan White Part C Program for FY 2023-2024; effective April 1, 2023; not to exceed $10,400.00.

Fiscal Impact:

There is no fiscal impact to the General Funds as this agreement will be paid with funding from the Ryan White Part C Program (Budget Unit 70560).

Attachments:

1. PARTC2324UCD

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made by and between The Regents of the University of California, a corporation described in California Constitution Article IX, Section 9, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"), and Plumas County Public Health Agency, ("COUNTY"). UNIVERSITY and COUNTY are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, COUNTY desires that UNIVERSITY provide professional medical services in the field of HIV specialty services (Services) for clients with HIV in the Mountain Counties region of Lassen, Modoc, Plumas, Sierra and Siskiyou counties; and,

WHEREAS, UNIVERSITY is fully qualified and desires to provide such services to COUNTY;

WHEREAS, UNIVERSITY has determined that the provision of such services shall not adversely affect the conduct of UNIVERSITY activities; and

WHEREAS, UNIVERSITY has determined that furnishing of services requested by COUNTY is consistent with one or more of UNIVERSITY's missions.

THEREFORE, the Parties agree to the terms and conditions contained herein.

TERMS AND CONDITIONS

1. SCOPE OF SERVICES

During the term of this Agreement, UNIVERSITY shall render services in accordance with the Scope of Work and Budget attached hereto and incorporated herein as Exhibit A ("Services").

2. TERM

The term of this Agreement shall commence on the date of last signature of the Parties below (the "Effective Date") and shall continue for a period of one (1) year, unless earlier terminated. This Agreement may be extended by mutual written agreement of the Parties.

3. TERMINATION

Either Party may terminate this Agreement without cause by giving thirty (30) calendar days' written notice to the other. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party and allow the offending party ten (10) business days to cure the breach. If the offending party does not cure the breach within ten (10) business days, the Agreement will immediately and

automatically terminate on the eleventh (11th) day. This Agreement shall be subject to immediate termination in the event that any Party is excluded from participation in any federal healthcare or procurement program. Termination or expiration of this Agreement shall not affect any rights or obligations of the Parties that accrued prior to the date of termination.

4. COMPENSATION

A. COUNTY shall pay UNIVERSITY for Services provided in accordance with the compensation terms in Exhibit A.

B. COUNTY shall pay such compensation within thirty (30) calendar days of receipt of an invoice(s) setting forth the project number for the Services performed and the Agreement number corresponding with the Services. Such payment shall be made by check payable to **The Regents of the University of California** and sent to the address indicated on the invoice. All consideration due UNIVERSITY will be payable in United States Dollars, which will not be reduced by any taxes, fees, or other charges imposed by the government of such country, in order to remit the entire amount owed to UNIVERSITY. COUNTY also will be responsible for all bank transfer charges. COUNTY shall also reimburse UNIVERSITY for all necessary and reasonable business expense incurred by UNIVERSITY pursuant to UNIVERSITY's duties under this Agreement, provided that such expenses have been approved in advance by COUNTY and are properly itemized and documented.

C. COUNTY shall pay UNIVERSITY for all Services rendered and obligations incurred under the Agreement that cannot reasonably be terminated immediately upon notice of termination up to the date of termination of this Agreement, regardless of the reason for termination.

5. CONFIDENTIALITY OF INFORMATION

During the term of this Agreement and for a period of three (3) years after termination or expiration hereof, UNIVERSITY shall use its reasonable efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it by COUNTY in connection with this Agreement and expressly designated by COUNTY, in writing, as confidential ("Confidential Information"). Upon completion or termination of this Agreement UNIVERSITY shall, upon request, destroy or return to COUNTY all such Confidential Information. If COUNTY receives confidential or proprietary information from UNIVERSITY, COUNTY shall use the same level of care, but in no event less than reasonable care, to protect UNIVERSITY confidential information as it uses to protect its own Confidential Information and COUNTY shall not disclose UNIVERSITY's confidential information.

UNIVERSITY shall have no obligation to protect the confidentiality of any information that: (a) is in the public domain through no fault of UNIVERSITY; (b) is received by UNIVERSITY

from a third party under no obligation of confidentiality to COUNTY; (c) is required by law, legal process, subpoena, warrant, or court order to be disclosed; (d) was known by UNIVERSITY prior to the time of first disclosure by COUNTY; or (e) is independently developed by UNIVERSITY.

6. UNIVERSITY'S RIGHT TO USE DATA

UNIVERSITY shall have the unrestricted right to use for its own purposes (excluding Confidential Information), including publication, any data or information it may develop in connection with or as a result of performing the Services described in Exhibit A. UNIVERSITY agrees to submit a copy of intended publication materials to COUNTY for review and comment at least sixty (60) calendar days prior to submission for publication; provided, however, that COUNTY shall have no editorial rights over publication materials but may request, and UNIVERSITY will agree to, an additional delay of up to thirty (30) calendar days to allow for filing of regulatory documents or to secure patent protection on patentable subject matter resulting from this Agreement.

7. USE OF UNIVERSITY'S NAME

COUNTY shall not use the name or logos of the UNIVERSITY, including but not limited to The Regents of the University of California, University of California or UC Davis, in any form or manner in any publicity, advertisements, reports or other information released to the public without UNIVERSITY's prior written approval. California Education Code Section 92000 prohibits use of UNIVERSITY's name(s) to suggest that UNIVERSITY endorses a product or service. COUNTY agrees to submit materials for all proposed uses of UNIVERSITY's names (including those of UNIVERSITY's employees), likenesses, logos, insignias, trade names, abbreviation, nicknames or trademarks of other identifying mark to UNIVERSITY's Public Affairs & Marketing office at hs-marketing@ucdavis.edu.

8. INDEMNIFICATION

The Parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents or employees.

9. INSURANCE

Each Party, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure during the term hereof as follows:

A. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	$1,000,000
(2) Products Completed Operations Aggregate	$2,000,000*
(3) Personal and Advertising Injury	$I,000,000
(4) General Aggregate	$2,000,000*

* ($1,000,000 for comprehensive form)

However, if such insurance is written on a claims-made form, following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of the Agreement.

B. Workers' compensation insurance as required under applicable state law.

C. The limits and coverages required herein shall in no way limit the liability of the Parties, including the Parties' indemnification obligations herein.

D. Upon request, each Party shall supply to the other a certificate, or certificates, of insurance/self-insurance evidencing coverage in the amounts and for the perils listed above.

10. DISCLAIMER OF WARRANTY

UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY COUNTYFROM THE USE OF ANY SERVICES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. RELATIONSHIP OF THE PARTIES

The Parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this Agreement.

12. NO REQUIREMENT FOR REFERRALS

Nothing in this Agreement or in any other related written or oral agreement requires the admission or referral of patients or business by any Party to the other. This Agreement and the remuneration provided are not intended to influence the decision of any Party in choosing the

hospital, health care facility or other provider/supplier of health care goods and services deemed by such Party as the best qualified to deliver goods or services, and the rights of any Party under this Agreement shall not depend in any way on the referral of patients or business to the other.

13. EXCLUSION

Each Party represents that neither it nor its employees or agents providing services under this Agreement is excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or TRICARE programs (https://exclusions.oig.hhs.gov/) and the System for Award Management (https://www.sam.gov).

14. FAIR MARKET VALUE

The Parties represent and warrant as follows:

A. COUNTY has determined that it has a bona fide commercially reasonable business purpose for the Services set forth in this Agreement;

B. COUNTY has determined that the Services set forth in this Agreement do not exceed those that are reasonably necessary to accomplish the commercially reasonable business purpose of the Services;

C. Each Party has determined that the compensation to be paid under this Agreement is consistent with fair market value in arms-length transactions;

D. Each Party warrants and represents that the compensation to be paid under this Agreement has not been determined in a manner that takes into account the volume or value of any past or future referrals or business otherwise generated or to be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs; and

E. COUNTY certifies through execution of this Agreement that any funds utilized to procure services from UNIVERSITY are not restricted in any manner that would preclude the use of the funds for that purpose.

15. APPLICABLE LAW

The Parties to this Agreement specifically intend to comply with all applicable laws, rules, and regulations, including the federal anti-kickback statute (42 USC Section 1320a-7b) and the related safe harbor regulations.

16. NON-DISCRIMINATION

Both Parties agree not to discriminate in their performance under this Agreement on the basis of race, color, national origin, religion, sex, sexual orientation, disability, age, veterans' status, medical condition (e.g., cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status or citizenship.

17. ALTERATION, AMENDMENT

This Agreement may be amended at any time by agreement of the Parties, expressed in writing and signed by both Parties. No alteration of the terms of this Agreement shall be valid or binding upon either Party unless made in writing and signed by both Parties, and no other terms and conditions, including, but not limited to, those of any purchase order issued by COUNTY, shall apply unless explicitly incorporated herein.

18. HEADINGS

The section headings used in this Agreement are inserted for convenience only, are not substantive, and shall not be used to limit, define, describe, or otherwise interpret any provision of this Agreement.

19. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

20. NOTICE

All notices, requests, or other communications required or anticipated under this Agreement shall be in writing and shall be delivered to the respective Parties by personal delivery; by United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight delivery service such as Federal Express, addressed to the respective Parties at the addresses set forth below. Notices shall be deemed delivered on the date of personal delivery, two days following the date indicated on the United States Postal Service return receipt, or one day following deposit with overnight delivery service.

To UNIVERSITY:
University of California Davis Health
UC Davis Health Contracts
Sherman Building, Suite 2300
2315 Stockton Boulevard
Sacramento, CA 95817
(Reference UNIVERSITY Agreement No. 006680)

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

21. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of California.

22. ASSIGNMENT

No Party to this Agreement may assign this Agreement, assign rights or delegate duties hereunder without the prior written consent of the other Party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a Party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

23. FORCE MAJEURE

If either Party's performance of this Agreement is prevented, restricted or delayed, either totally or in part, for reasons beyond the affected Party's reasonable control and is not due to the action or inaction of such Party, the affected Party will, upon giving notice to the other Party, be excused from such performance to the extent of such prevention, restriction or delay; provided, that the affected Party will use reasonable efforts to avoid or remove such causes of non-performance and will continue its performance whenever such causes are removed. For purposes of this Section, a lack of funds shall not be considered a cause beyond the reasonable control of the Parties.

24. SEVERABILITY

If any section or part of this Agreement is held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, and the Parties agree to negotiate in good faith to agree upon replacement language that expresses the Parties' intent in a manner that is valid and enforceable.

25. REMEDIES AND WAIVER

The remedies provided in this Agreement are not exclusive and the Party suffering from a breach or default of this Agreement may pursue all available remedies, both legal and equitable. No express or implied waiver by a Party of any breach or default will be construed as a waiver of a future or subsequent breach or default. The failure or delay of any Party in exercising any of its rights under this Agreement will not constitute a waiver of any such right, and any single or partial exercise of any particular right by any Party will not exhaust the same

or constitute a waiver of any other right provided in this Agreement.

26. ATTORNEY'S FEES

If any action at law or equity is brought to enforce the terms of this Agreement, including collection of delinquent payment, the prevailing Party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

27. NO THIRD-PARTY BENEFICIARIES

The Parties do not intend the benefits of this Agreement to inure to or benefit any third person or entity not a Party hereto.

28. SURVIVAL

Any obligations and duties that by their nature are intended to extend beyond the expiration or earlier termination of this Agreement shall survive termination or expiration of this Agreement and remain in full force and effect as necessary or appropriate.

29. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter. If there is any conflict between the terms of this Agreement and the language in any of the attachments hereto, the terms of this Agreement shall control.

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year last signed below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By _____
Erick Jenkins, JD, MS
Manager UC Davis Health Contracts
Date August 11, 2023

Tax ID 94-6036494

PLUMAS COUNTY

By: _____
Dana Krinsky
Interim Director of Public Health Agency
Date 8/15/23

Tax ID 94-6000528

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

ATTEST:

By: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Joshua Brechtel
Deputy County Counsel
Date: 8/10/23

EXHIBIT A
SCOPE OF WORK AND BUDGET

I. SCOPE OF WORK

University shall provide HIV specialty services for County's clients with HIV in the Mountain Counties region of Lassen, Modoc, Plumas, Sierra and Siskiyou counties as part of the Health Resources & Services Administration Part C of the Ryan White HIV/AIDS Program.

II. BUDGET

Six and 1/2 (6.5) days per year at $1,600.00 per visit (alternating visits between Lassen and Plumas County sites) totaling $10,400.00.
Provide onsite HIV specialty care services to County's client population.
Provide informal training for local medical providers to build their capacity to provide a more complete continuum of HIV care.
Provide regular chart audits related to a Continuous Quality Improvement program.

Two (2) times per year:
Participate in a meeting to develop and implement a Continuous Quality Improvement program.
Participate in a meeting to discuss the feasibility and development of a telemedicine program to augment the on-site visits or eventually be a substitute for on-site visits.
Reimbursement Rates will increase annually in accordance with Title III Planning and Capacity Building funds and for Title III Early Intervention funding increases.

Subcontractor Budget

Subcontractor Budget						
Personnel	Description	Service Category	Amount	Rate	Rate Type	Contract Cost
Dr. David Asmuth, MD	In-person clinic visits	Outpatience/Ambulatory Health Services	$1,600.00	2	Clinic Day	$3,200.00
Dr. David Asmuth, MD	Remote consultations	Outpatience/Ambulatory Health Services	$1,600.00	4.5	Clinic Day	$7,200.00
Total Personnel						$10,400.00
TOTAL SUBCONTRACT						$10,400.00

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Redding Critical Care Medical Group to provide services related to the Ryan White Part C Program for FY 2023-2024; effective April 1, 2023; not to exceed $7,200.00,** (No General Fund Impact)**; approved as to form by County Counsel.**

Recommendation:

The Interim Director respectfully recommends that the Chair ratify and sign the following service agreement related to the Ryan White Part C Program for Fiscal Year 2023-2024; Redding Critical Care Medical Group in the amount of $7,200.00; beginning April 1, 2023 and ending March 31,2024. Approved as to form by County Counsel.

Background and Discussion:

As the Board is aware, Plumas County Public Health Agency has served as a fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county regions of Modoc, Sierra, Lassen, Plumas, and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five-county regions for the Ryan White Program.

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

Action:

Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Redding Critical Care Medical Group to provide services related to the Ryan White Part C Program for FY 2023-2024; effective April 1, 2023; not to exceed $7,200.00.

Fiscal Impact:

There is no fiscal impact on the General Funds as this agreement will be paid for with funding from the Ryan White Part C Program (Budget Unit 70560).

Attachments:

1. 23-442 PARTC2324RCCMG

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PARTC2324RCCMG

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PUBLIC HEALTH AGENCY** (hereinafter referred to as "County"), and REDDING CRITICAL CARE MEDICAL GROUP, INC., a California Corporation, (hereinafter referred to as "Sub Contractor").

The parties agree as follows:

1. Scope of Work. Sub Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Sub Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Sub Contractor under this Agreement shall not exceed Seven Thousand Two Hundred Dollars ($7,200.00).

3. Term. The term of this agreement shall be from April 1, 2023 through March 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sub Contractor from April 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Sub Contractor or furnish any other consideration under this Agreement and Sub Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Sub Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Sub Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Sub Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Sub Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Sub Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Sub Contractor or its officers, employees, agents, Sub Contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Sub Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Sub Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Sub Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Sub Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Sub Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

11. Relationship of Parties. It is understood that Sub Contractor is not acting hereunder as an employee of the County, but solely as an independent Sub Contractor. Sub Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Sub Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Sub Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Sub Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Sub Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Sub Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

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

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

County:

Plumas County Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Public Health Program Division Chief

Sub Contractor:

Redding Critical Care Medical Group
P.O. Box 991844
Redding, CA 96099
Attention: Matthew Miles, M.D.

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

23. Contract Execution. Each individual executing this Agreement on behalf of Sub Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Sub Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

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

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a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Sub Contractor is required to verify that none of the Sub Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Sub Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Sub Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A	Scope of Work	2 Pages
Exhibit B	Fee Schedule	1 Page
Exhibit B-I	Budget	1 Page
Exhibit C	General Terms and Conditions (GTC-610)	4 Pages
Exhibit D	Special Terms and Conditions	26 Pages
Exhibit E	Additional Provisions	2 Pages
Exhibit F	Federal Terms and Conditions	5 Pages
Exhibit G	Sub Contractor HIV/AIDS Confidentiality Agreement	2 Pages
Exhibit H	Sub Contractor Certification (CCC-307)	5 Pages
Exhibit I	Information Privacy and Security Requirements	11 Pages
Exhibit J	Darfur Contracting Act Certification	1 Page

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

SUB CONTRACTOR:

Redding Critical Medical Group, Inc., a California Corporation

By: _____
Kiruba Dharaneeswaran
Chief Financial Officer
Date signed:

By: _____
Matthew Miles
Chief Executive Officer
Date signed:

COUNTY:

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

By: _____
Dana Loomis
Director of Public Health
Date signed: 8/17/23

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

ATTEST:

By: _____
Heidi White
Clerk of the Board
Date Signed:

Approved as to form:

_____
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

Sub Contractor Requirements:

1. Serve as an HIV specialty consultant/provider for the Mountain Counties EIS Program in Siskiyou County; provide primary medical care in coordination with the local primary care provider to 35-45 EIS enrolled patients, as outlined in the HIV Early Intervention Services (EIS) Specialty Care Consultant Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.

2. Coordinate and case conference with the local primary care provider and the EIS patient coordinator during six scheduled clinic days and provide consultation as needed in between assigned clinic days.

3. Provide patient chart review with on a quarterly basis and provide input into the EIS continuous quality improvement plan

5. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

6-Days Per Year:

- Provide onsite HIV Primary care services to our client population in Siskiyou County.
- Provide informational training for local medical providers to build their capacity to provide a more complete continuum of HIV care.
- Provide regular chart audits related to a Contiuuous Quality Improvement Program.
- Provide input into EIS Continuous Quality Improvement Program.

Reporting and Performance Requirements:

The Sub Contractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

A. Invoice for actual services at least quarterly. Funds may only be used to pay for allowable categories of services outlined in the Scope of Services (Exhibit A) attached.
B. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

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HIV Early Intervention Services Primary Care Consultant Job Description

Job Title: EIS Primary Care Consultant

Job Summary: This subcontracted position reports to the EIS Project Director and Medical Director and provides medical assessment and treatment to EIS patients in coordination with Primary Care Provider.

Job Duties and Responsibilities:

- Examines and diagnoses patient referred to the EIS Program; determines and recommends type of medical treatment needed. Provided information on causes and prevention of disease, high-risk behavior, growth and development.
- Refers patients to appropriate sources of additional treatment.
- Participates on EIS Multi-disciplinary team.

  Provides consultation to local primary provider regarding HIV treatment and care.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

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

A. Invoice(s) Shall:

1) Be prepared on Sub Contractor letterhead or signed by authorized personnel.
2) Bear the Sub Contractors name and Agreement Number.
3) Identify the billing and/or performance period covered on invoice.
4) Itemize costs; include backup documentation to support the invoice.

B. Invoice(s) Schedule:

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

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Seven Thousand Two Hundred Dollars ($7,200.00).

PARTC2324RCCMG

EXHIBIT B-1

Budget

Subcontractor Budget

Program	Part-C
Subcontractor	Redding Critical Care
Contract Year	April 1, 2023 - March 31, 2024

(Ctrl)

	Description	Budget Line	Program Categor	Service Category	Amount	Rate	Rate Type	Contract Cost
Personnel								
Matthew Miles, MD	Primary medical care clincs	HIV Specialists	EIS	Outpatient / Ambulatory Health Services	1,200	6.000	Clinic Visits	7,200
								-
								-
								-
Total Personnel								7,200
Fringe Benefits								
Matthew Miles, MD	Primary medical care clincs	HIV Specialists	EIS	Outpatient / Ambulatory Health Services	7,200			-
					-			-
					-			-
					-			-
					-			-
Total Fringe Benefits								-
Total Subcontract								7,200

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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

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

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

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

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

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

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

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

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15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

20. LOSS LEADER:

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

EXHIBIT D

Special Terms and Conditions

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

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

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

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

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

Index of Special Terms and Conditions

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

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1. Federal Equal Opportunity Requirements

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment/Property definitions

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

(1) Major equipment/property: A tangible or intangible item having a base unit cost of $5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) Minor equipment/property: A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

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

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

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

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

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

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

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

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

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

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

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

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

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

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

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

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

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

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

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. **Subcontract Requirements**

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

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

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

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole re Rice, Audrey (AudreyRice@countyofplumas.com) is signed performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. **Income Restrictions**

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

7. **Audit and Record Retention**

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

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

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

9. Federal Contract Funds

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

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

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

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

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

10. Termination

a. **For Cause**

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

b. For Convenience

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

11. Intellectual Property Rights

a. **Ownership**

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. **Retained Rights / License Rights**

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

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

c. Copyright

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

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

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. **Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its

authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. **Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. **Financial and Compliance Audit Requirements**

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety (H&S) Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives $25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives less than $25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. **Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

25. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

26. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

30. **Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. **Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

34. Compliance with Statutes and Regulations

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant,

which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

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Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Matthew Miles, MD	Matthew Miles, MD
Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
August 14, 2023 | 9:48 PM PDT	MD
Date	Title

Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971

PARTC2324RCCMG

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ____, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from 10a* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a civil penalty of not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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EXHIBIT E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

1) Coverage Term– Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this Agreement terms.
2) Policy Cancellation or termination and Notice of Non-Renewal– Contractor shall provide to the CDPH with five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contact upon the occurrence of such event, subject to the provisions of this Contract.
3) Premiums, Assessments and Deductibles- Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4) Primary Clause- Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
5) Insurance Carrier Required Rating- All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion of all its insurance, review of financial information including a letter of credit may be required.
6) Endorsements- Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7) Inadequate Insurance– Inadequate or lack of Insurance does not negate Contractor's obligations under the Agreement.
8) Use of Subcontractors– In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contactor's insurance or supple evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1) Commercial General Liability– Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under as insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are

concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required)- Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope other Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3) Workers Compensation and Employers Liability (when required)- Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
4) Professional liability (when required)- Contractor shall maintain professional liability covering any damages caused by negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
5) Environmental/Pollution Liability (when required)- Contractor shall maintain pollution liability for limits not less than 1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, " The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
6) Aircraft Liability (when required)- Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include," The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

EXHIBIT F

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Contractor" and "Subcontractor" shall also mean, "agreement", "contract", "contract agreement", "Contractor" and "Subcontractor" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

Applicable only to that portion of an agreement funded in part or whole with federal funds.

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

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EXHIBIT G
Sub Contractor HIV/AIDS Confidentiality Agreement

State of California
Health and Human Services Agency

California Department of Public Health

Agreement by Employee/Sub Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered confidential public health record(s) under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

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Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Matthew Miles, MD		August 14, 2023 | 9:48 PM PDT
Employee name (print)	Employee Signature	Date
Kiruba Dharaneeswaran, MD		August 17, 2023 | 3:51 PM EDT
Supervisor name (print)	Supervisor Signature	Date

Redding Critical Care Medical Group, Inc

Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

DocuSign Envelope ID: F109E884-E735-4570-A549-E8F22866351B

EXHIBIT H
Sub Contractor Certification

Contractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Redding Critical Care Medical Group, Inc	68-0357968

By (Authorized Signature)

Printed Name and Title of Person Signing

Matthew Miles, MD

Date Executed	Executed in the County of
August 14, 2023 | 9:48 PM PDT	Shasta

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs;

and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

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EXHIBIT I
Information Privacy and Security Requirements

Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location wher CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Exhibit), and within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and EnforcementCDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI.The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. **General Security Controls**

   A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

   B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

   C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

   D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

   E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

   F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

   G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

   H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

   I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. *Data Sanitization.* All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

A. *System Timeout.* The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. *Warning Banners.* All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. *System Logging.* The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. *Access Controls.* The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. *Transmission encryption.* All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. *Intrusion Detection.* All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

   A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

   B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

   C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

   A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

   B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted.The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

   A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

   B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

   C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

   D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

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E. *Faxing.* Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. *Mailing.* CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

PARTC2324RCCMG

EXHIBIT J

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. MM Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	*Federal ID Number*
Redding Critical Care Medical Group, Inc	68-0357968
By (Authorized Signature)	
MM	
Printed Name and Title of Person Signing	
Matthew Miles, MD / President	
Date Executed	*Executed in the County and State of*
August 14, 2023 | 9:48 PM PDT	Shasta County, California

DocuSign

Certificate Of Completion

Envelope Id: F109E884E7354570A549E8F22866351B
Subject: Complete with DocuSign: PARTC2324RCCMG.pdf
Source Envelope:
Document Pages: 68
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 7
Initials: 69

Status: Completed

Envelope Originator:
Shawna Pierce
P O Box 991844
nil
Redding, CA 96099
shawna.pierce@rccmg.com
IP Address: 68.189.87.118

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Status: Original
8/14/2023 9:17:30 AM

Holder: Shawna Pierce
shawna.pierce@rccmg.com

Location: DocuSign

Signer Events	Signature	Timestamp
Kiruba Dharaneeswaran, MD kiruba34@gmail.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 24.54.179.68 Signed using mobile	Sent: 8/14/2023 9:36:31 AM Resent: 8/17/2023 11:38:18 AM Viewed: 8/17/2023 12:51:10 PM Signed: 8/17/2023 12:51:25 PM
Electronic Record and Signature Disclosure: Accepted: 1/13/2021 9:14:41 PM ID: 362519d1-f97b-4611-ae15-045aacad1fff		
Matthew Miles, MD mattmiles74@att.net MD Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 68.189.33.195 Signed using mobile	Sent: 8/14/2023 9:36:30 AM Viewed: 8/14/2023 9:46:07 PM Signed: 8/14/2023 9:48:00 PM
Electronic Record and Signature Disclosure: Accepted: 8/14/2023 9:46:07 PM ID: 27d82285-dbdc-4ce4-a11e-31101e26ff38		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Augrey Rice AudreyRice@countyofplumas.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/14/2023 9:36:31 AM Viewed: 8/14/2023 9:37:44 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/14/2023 9:36:31 AM
Certified Delivered	Security Checked	8/14/2023 9:46:07 PM
Signing Complete	Security Checked	8/14/2023 9:48:00 PM
Completed	Security Checked	8/17/2023 12:51:25 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Redding Critical Care Medical Group, Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Redding Critical Care Medical Group, Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: shawna.pierce@rccmg.com

To advise Redding Critical Care Medical Group, Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at shawna.pierce@rccmg.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Redding Critical Care Medical Group, Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to shawna.pierce@rccmg.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Redding Critical Care Medical Group, Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to shawna.pierce@rccmg.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and conseut to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Redding Critical Care Medical Group, Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Redding Critical Care Medical Group, Inc during the course of your relationship with Redding Critical Care Medical Group, Inc.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Plumas County Public Health to recruit and fill, funded and allocated, vacant one (1) FTE Office Supervisor position; vacancy due to resignation; effective August 23, 2023 (No General Fund Impact).**

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Office Supervisor position in the Public Health Department.

Background and Discussion:

Effective August 23, 2023, the Office Supervisor position will be vacant due to resignation. We request permission to fill this position.

The appropriate Critical Staffing Questionnaire and Department Organizational Chart are attached.

Action:

Approve and authorize the Department of Public Health to recruit and fill one (1) FTE Office Supervisor position; vacancy due to resignation; effective August 23, 2023; no impact to the general fund.

Fiscal Impact:

The Office Supervisor position is able to be funded as allocated in the FY22/23 Public Health budget that will be adopted in September 2023.

Attachments:

1. Critical Staffing Request Office Supervisor 9_7_22
2. 1-Admin & Fiscal Services 2324

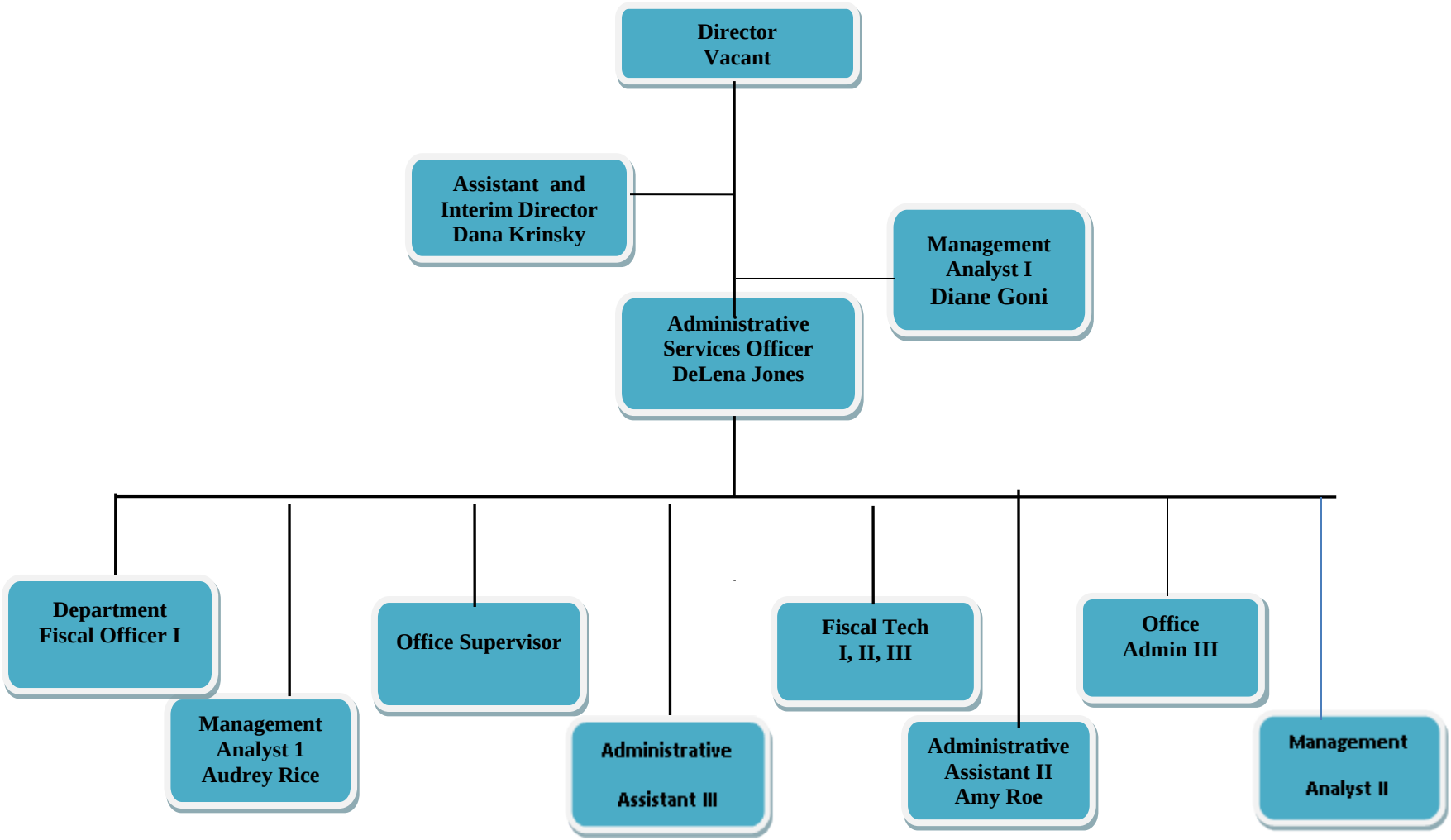
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Office Supervisor – Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
  Administrative Assistants and Office Assistants are the workforce for administrative services, which supports the operations unit of the Department. The Office Supervisor provides support for these positions.
- Why is it critical that this position be filled at this time?
  Office Supervisors provide consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.
- How long has the position been vacant?
  Effective 8/23/2023.
- Can the department use other wages until the next budget cycle?
  The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
  No specific research has been performed for this position. However, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY20/21 = $1421,255 FY21/22 = $1422,317 FY22/23 1,427,424

PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION
1



07/01/2021

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health and** Plumas County Office of Education for activities related to the SNAP-Ed Program for Fiscal Year 2023-2024; **effective** October 1, 2023**; not to exceed** $10,000.00**; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

The Interim Director respectfully recommends that the Chair sign an MOU with Plumas County Office of Education (PCOE) in the amount of $10,000.00; effective October 1, 2023.

Background and Discussion:

The goal of the SNAP-Ed Program is to provide Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed). Participants, those eligible up to 185 percent Federal Poverty Level (FPL), are educated and receive support to consume healthy foods and beverages, reduce consumption of less healthy foods and beverages, and increase physical activity. These are the behavioral outcomes that the U.S. Department of Agriculture (USDA) expects and have the potential to reduce the prevalence of obesity and the onset of related chronic diseases in the SNAP-Ed population.

Action:

Approve and authorize the Chair to sign a Memorandum of Understanding with Plumas County Office of Education in the amount of $10,000.00 for activities related to the SNAP-Ed Program for Fiscal Year 2023-2024; beginning October 1, 2023 and ending September 30, 2024.

Fiscal Impact:

This agreement is fully funded through the SNAP Education Grant so there is no financial impact on the County General Fund.

Attachments:

1. 23-206 SNAP2324PCOE

MEMORANDUM OF UNDERSTANDING BETWEEN PLUMAS COUNTY OFFICE OF EDUCATION (PCOE) AND PLUMAS COUNTY PUBLIC HEALTH AGENCY (PCPHA) TO PROVIDE SCHOOL BASED HEALTH EDUCATION AND PREVENTION SERVICES

This Memorandum of Understanding (MOU) between Plumas County Office of Education (PCOE) and Plumas County Public Health Agency (PCPHA) is for the purpose of implementing SNAP-ED approved curriculum as described below.

1. Term of Agreement: The term of this MOU commences October 1, 2023, and shall remain in effect through September 30, 2024, unless terminated earlier by either party by giving a 30-day written notice to the other party.

2. PCOE agrees to have a garden educator at each elementary school site who will:

    a. PCOE will provide thirty-minute nutrition/garden sessions to a **minimum of 350 unduplicated youth** at Indian Valley Elementary, Quincy Elementary, C Roy Carmichael and Chester Elementary school sites as follows:
        - Weekly sessions to kindergarten and first grade students.
        - Monthly sessions to second through sixth graders.

        Curriculum will be SNAP-Ed approved (such as Grow It, Try It, Like It or Growing Healthy Habits, Learn, Grow, Eat and Go) and will be taught with fidelity.
    b. PCOE will implement post-tests at the end of the year based on the approved. SNAP-ED approved curriculum.
    c. Bi-Annually PCOE will provide PCPHA with documentation of each nutrition/garden education session provided, including dates & times lessons/curriculum taught, teachers and classroom numbers.
    d. The garden educator will be the sole employee of PCOE.

3. Indemnification and Insurance
    a. 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 PCOE 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 PCOE 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. PCOE 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.

4. Insurance. PCOE 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).

5. **Workers Compensation** Parties will carry Worker's compensation insurance in accordance with California state law.

6. Relationship of Parties. It is understood that PCOE is not acting hereunder as an employee of the County, but solely as an independent contractor. PCOE, 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 PCOE and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

7. Invoicing and Payment:

   a. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate PCOE in the amount not to exceed Ten Thousand Dollars ($10,000.00).

   b. Invoice(s) Shall:

      1) Bear PCOE's name, exactly as shown on the Agreement.
      2) Bear PCOE's Agreement Number.
      3) Identify the expense, billing and/or performance period covered on invoice.

Invoice	Description	Invoice Due
#1	October 1st - December 31st	January 15th
#2	January st - March 31st	April 15th
#3	April 1st - June 30th	July 15th
#4	July 1st - September 30th	October 15th

8. Reporting and Performance Requirements: PCOE shall submit to PCPHA the following reports and other performance requirements in a form and manner specified in accordance with the following schedule.

   a. Monthly Session Logs provided to PCPHA no later than December 31, 2023, and June 30, 2024.
   b. Post-tests taken by the students by June 5,2024 and provided to PCPHA no later than June 30, 2024.
   c. Qualitative written report by the garden educator provided to PCPHA no later than June 30, 2024.
   d. Pre/Post-tests provided by PCPHA.

9. Confidentiality of Records: PCOE and PCPHA recognize that records relative to students maintained by them respectively, are confidential pursuant to related provisions of federal and state law.

10. Ukraine Sanctions: Pursuant to Executive Order N-6-22 PCOE is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U. S. Department of the Treasury website (https://home.treasurey.gov/policy-issues/financial-sanctins/santions-programs-and country-information/Ukraine-Russia-related-sanctions). Failure to comply may result in the termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed.

PLUMAS COUNTY OFFICE OF EDUCATION:

By: _____
William Roderick
Superintendent
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Dana Loomis
Director
Date signed: 8/21/23

_____
Dwight Ceresola
Chair, Board of Supervisors
Date signed:

ATTEST:

_____
Heidi White
Clerk of the Board
Date signed:

Approved as to form:

_____ 4/10/2023
Joshua Brechtel
Deputy County Counsel

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health and Plumas County Facility Services to** maintain and upkeep the Alternant Care Site generator**; effective July 1, 2023; not to exceed $2,000.00; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors authorize the Chair to sign a MOU with Plumas County Facilities Services in the amount not to exceed $2,000.00; beginning July 1, 2023 ending June 30, 2024.

Background and Discussion:

As the Board is aware, Plumas County Facilities Services maintains and upkeep the Alternant Care Site generator which was purchased with Public Health Emergency Preparedness funds from 2010/2011. This facility has been identified as our Field Treatment Site as well as surge site for Plumas District Hospital.

Action:

Approve and authorize the Chair to ratify and sign a Memorandum of Understanding with Plumas County Facilities Services; effective July 1, 2023; in the amount of $2,000.00

Fiscal Impact:

There is no impact to the General fund.

Attachments:

1. 23-607 HPP2324PCFS

HPP2324PCFS

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between departments of the COUNTY OF PLUMAS, a political subdivision of the State of California, is made by and between the Public Health Agency (hereinafter referred to as "Public Health"), and Facilities Services (hereinafter referred to as "Facilities").

The parties agree as follows:

1. Scope of Work. Facilities shall provide Public Health with services as set forth in Exhibit A, attached hereto.

2. Compensation. Public Health shall pay Facilities for services provided to Public Health pursuant to this MOU in the manner set forth in Exhibit B, attached hereto. The total amount paid by Public Health to Facilities under this MOU shall not exceed Two Thousand Dollars ($2,000.00).

3. Term. The term of this MOU shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein. County of Plumas Board of Supervisors hereby ratifies, and approves for payment, services provided by Facilities from July 1, 2023 to the date of approval of this MOU by the Board of Supervisors.

4. Termination. Either party may terminate this MOU 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 MOU, insufficient funds are appropriated to make the payments called for by this MOU, this MOU shall be of no further force or effect. In this event, Public Health shall have no liability to pay any further funds whatsoever to Facilities or furnish any other consideration under this MOU and Facilities shall not be obligated to perform any further services under this MOU. If funding for any fiscal year is reduced or deleted for the purposes of this program, Public Health shall have the option to either cancel this MOU with no further liability incurring to Public Health or offer an amendment to Facilities 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. Facilities 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 MOU are non-exclusive and shall be completed promptly and competently. Facilities shall guarantee all parts and labor for a period of one year following the expiration of the term of this MOU unless otherwise specified in Exhibit A. Facilities agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of Public Health Code and Public Health Purchasing and Practice Policies.

7. Amendment. This MOU may be amended at any time by mutual MOU of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this MOU 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), Public Health shall not be liable for, and Facilities shall defend and indemnify Public Health and its officers, agents, employees, and volunteers (collectively "Public Health 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 MOU arising either directly or indirectly from any act, error, omission or negligence of Facilities or its officers, employees, agents, Facilities, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of Public Health Parties. Facilities shall have no obligation, however, to defend or indemnify Public Health 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 Public Health Parties.

9. Insurance. Facilities agrees to maintain the following insurance coverage throughout the term of this MOU:

   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 Public Health, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, "Public Health") 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 Facilities, as the named insured, shall also be available and applicable to Public Health, as the additional insured; and

iii. All of Facilities' available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of Public Health, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this MOU; and

v. Facilities' policy shall be primary insurance as respects Public Health, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by Public Health, its officers, officials, employees, representatives and agents shall be in excess of the Facilities' 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 Facilities carries any excess insurance policy applicable to the work performed under this MOU, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of Public Health before Public Health'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 Public Health in writing, Facilities shall furnish a certificate of insurance satisfactory to Public Health 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 Public Health. Public Health 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. Facilities shall require all Facilities to comply with all indemnification and insurance requirements of this MOU, and Facilities shall verify Facilities' compliance.

10. Licenses and Permits. Facilities represents and warrants to Public Health that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Facilities to practice its profession and to perform its duties and obligations under this MOU. Facilities represents and warrants to Public Health that Facilities shall, at its sole cost and expense, keep in effect at all times during the term of this MOU any licenses, permits, and approvals that are legally required for Facilities or

its principals to practice its professions and to perform its duties and obligations under this MOU.

11. Relationship of Parties. It is understood that Facilities is not acting hereunder as an employee of Public Health, but solely as an independent Facilities. Facilities, by virtue of this MOU, has no authority to bind, or incur any obligation on behalf of, Public Health. Except as expressly provided in this MOU, Facilities has no authority or responsibility to exercise any rights or power vested in Public Health. It is understood by both Facilities and Public Health that this MOU shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Facilities may not assign, subcontract, sublet, or transfer its interest in this MOU without the prior written consent of Public Health.

13. Non-discrimination. Facilities agrees not to discriminate in the provision of service under this MOU 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 MOU.

15. Interpretation. This MOU is the result of the joint efforts of both parties and their attorneys. The MOU and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This MOU constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written MOUs regarding such subject matter.

17. Severability. The invalidity of any provision of this MOU, 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 MOU are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this MOU.

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 MOU 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. Facilities represents that it is unaware of any financial or economic interest of any public officer or employee of Public Health relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU and is later discovered by Public Health, Public Health may immediately terminate this MOU by giving written notice to Facilities.

21. Notice Addresses. All notices under this MOU 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.

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice, Management Analyst

Facilities
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: JD Moore, Facility Services Director

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this MOU 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 MOU.

23. Contract Execution. Each individual executing this MOU on behalf of Facilities represents that he or she is fully authorized to execute and deliver this MOU.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Facilities is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this MOU.

25. Suspension and Debarment. Public Health does not employ vendors or Facilities who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Facilities is required to verify that none of the Facilities, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. Facilities must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by Public Health. If it is later determined that the Facilities did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Public Health, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this MOU exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this MOU is subject to the examination and audit of the State Auditor at the request of Public Health or as part of any audit of Public Health for a period of three years after final payment under the MOU. Each party hereto shall retain all records relating to the performance and administration of this MOU for three years after final payment hereunder, and Facilities agrees to provide such records either to Public Health or to the State Auditor upon the request of either the State Auditor or Public Health.

27. Conflicts. In the event of any conflict between the terms of this MOU and the terms of any exhibit hereto, the terms of this MOU 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 MOU has been executed as of the date set forth below.

FACILITIES:

By: JD Moore
JD Moore
Director of Facilities Services
Date signed: 8.23.2023

PUBLIC HEALTH:

By: Dana Krinsky
Dana Krinsky
Interim Director of Public health
Date signed: 8/23/23

By:_____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By:_____
Kristina Rogers
Deputy Clerk of the Board
Date signed:

Approved as to form:

_____ 8/22/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

Monthly maintenance and upkeep of Alternant Care Site generator purchased with Public Health Emergency Preparedness funds from 2010/2011. This facility has been identified as our Field Treatment Site as well as surge site for Plumas District Hospital.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

Facilities shall submit an invoice for $1,000.00 to Public Health twice a year, for an annual total of $2,000.00.

Invoice	Invoice Period	Invoice Due Date	Amount
1st & 2nd Quarters	July 1st - December 31st	January 15th	$1,000.00
3rd * 4th Quarters	January 1st - June 30th	June 15th	$1,000.00

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health Department and** Doctor of Osteopathic Medicine, Joseph Schad to provide assistance to clinical staff and Medication Assisted Treatment to patients when needed**; effective July 1, 2023; not to exceed $40,000.00; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Chair to sign a $40,000.00 Agreement with Doctor of Osteopathic Medicine, Joseph Schad to provide assistance to clinical staff and Medication Assisted Treatment to patients when needed. This Agreement has been approved as to form by County Counsel.

Background and Discussion:

Agreement with Doctor of Osteopathic Medicine, Joseph Schad to provide assistance to clinical staff and Medication Assisted Treatment to patients when needed.

Action:

Approve and authorize the Chair to sign a $40,000.00 Agreement with Doctor of Osteopathic Medicine, Joseph Schad to provide assistance to clinical staff and Medication Assisted Treatment to patients when needed. This Agreement has been approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact

Attachments:

1. 2.B.1.

PCBH2324SCHAD

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 Doctor of Osteopathic Medicine, Joseph Schad, a sole proprietor **(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 $40,000.00.

3. Term. The term of this agreement shall be from July 1, 2023, through June 30, 2024, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the 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. With the exception of medical malpractice which will be maintained by the County, 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, LMFT, Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:
Joseph Schad, Doctor of Osteopathic Medicine
3730 Chandler Road
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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor,

its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

28. 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.

29. 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:

By:_____
Name: Joseph Schad, D.O.
Title: Doctor of Osteopathic Medicine
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST

By:_____
Name: Kristina Rogers
Title: Deputy Clerk of the Board of Supervisors
Date signed:

APPROVED AS TO FORM:

_____
Deputy County Counsel

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 Doctor of Osteopathic Medicine, Joseph Schad a sole proprietor referred to herein as Business Associate ("BA"), dated July 1, 2023.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses**. BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business **Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. **No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa, LMFT

Title: Behavioral Health Director

Address: 270 County Hospital Road, Suite 109

Quincy, California 95971

Signed: _____

Date: _____

BUSINESS ASSOCIATE

Name Joseph Schad

Title: Doctor of Osteopathic Medicine

Address: 3730 Chandler Road

Quincy, California 95971

Signed: _____

Date: _____

EXHIBIT A - SCOPE OF WORK

Medical Direction for Substance Use Disorder Treatment and Medication Assisted Treatment (MAT)

1. Physician licensed by the Medical Board of California or Osteopathic Board of California
2. Conduct health screening reviews based on the documentation gathered by the Substance Use Disorder (SUD) program staff.
3. Participate in the utilization process with SUD treatment staff.
4. Sign treatment plans developed by SUD staff.
5. Provide MAT clinic.

EXHIBIT B - FEE SCHEDULE

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor $270.00 per hour for direct and indirect services related to Medical Direction and Medication Assisted Treatment.

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

EXHIBIT C

General Provisions

1. Additional Contract Restrictions-

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. Hatch Act-

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

3. No Unlawful Use or Unlawful Use Messages Regarding Drugs-

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County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances-

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

5. Debarment and Suspension-

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

6. Restriction on Distribution of Sterile Needles-

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

7. Health Insurance Portability and Accountability Act (HIPAA) of 1996-

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.
Biennial 2022-24 SABG County Application Enclosure 2 Page 13 of 23

A. Trading Partner Requirements-

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards-

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing-

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies-

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention-

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

8. Nondiscrimination and Institutional Safeguards for Religious Providers

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

9. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:

https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards

11. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

12. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):
A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

15. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved

investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

16. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.
The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Adolescent Best Practices Guidelines

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

18. Byrd Anti-Lobbying Amendment (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

19. Nondiscrimination in Employment and Services

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

20. Federal Law Requirements:

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

21. State Law Requirements:

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

22. Additional Contract Restrictions

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

23. Information Access for Individuals with Limited English Proficiency

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

24. Subcontract Provisions

County shall include all of the foregoing Part II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health Department and** Granite Wellness Centers residential facility to treat substance-use disorder clients**; effective July 1, 2023; not to exceed $100,000.00; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign FY 2023/24 $100,000.00 Agreement with Granite Wellness Centers, a residential facility to treat substance-use disorder clients. This Agreement has been approved to form by County Counsel.

Background and Discussion:

Granite Wellness Centers transitional housing programs provide a balanced environment to support continued self improvement and a solid foundation for recovery. Housing is offered for adult men, women and women with young children. This Agreement has been approved to form by County Counsel.

Action:

It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a $100,000.00 Agreement with Granite Wellness Centers.

Fiscal 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.

Attachments:

1. 2.B.2.

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 Granite Wellness Centers, non-profit corporation, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed $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, 2023 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Granite Wellness Centers, non-profit corporation, from July 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

   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, LMFT, Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Victoria Blacksmith, Chief Executive Officer
Granite Wellness Center
PO Box 6028
Auburn, CA 95604

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

30. The attached BAA is incorporated by this reference and made to protect this agreement.

31. Attachment Exhibit C provides General Provisions.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:
Granite Wellness Centers, non-profit corporation

By:_____
Name: Victoria Blacksmith
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By:_____
Name: Dainna McArthur
Title: Chief Financial Officer
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Name:
Title:
Date signed:

Approved as to form:

_____ 8/1/2023
Joshua Brechtel
Deputy County Counsel

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 Granite Wellness Centers, non-profit corporation referred to herein as Business Associate ("BA"), dated July 1, 2023.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses**. BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business **Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership**. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. **No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa, LMFT	Name Victoria Blacksmith
Title: Behavioral Health Director	Title: Chief Executive Officer
Address: 270 County Hospital Road, Suite 109 Quincy, California 95971	Address: PO Box 6028 Auburn, California 95604
Signed:_____	Signed:_____
Date:_____	Date:_____

EXHIBIT A - SCOPE OF WORK

CLEAN & SOBER TRANSITIONAL LIVING ENVIRONMENT

Granite Wellness Centers' transitional housing programs provide a balanced environment to support continued self-improvement and a solid foundation in recovery. Our transitional housing is designed for stays up to six months and offers housing for adult men, women, and women with young children. Our goal is to encourage the development of life-long skills to achieve long-term recovery and wellness, and tools to live a meaningful, productive, and rewarding life. Transitional living residents must be enrolled in outpatient services. Clients are expected to remain clean and sober and be active in developing the assets for self-sufficiency. This engagement in services involves a high level of interaction with our social worker and program. Above all, there must be a willing and eager desire to live a life free from alcohol and drugs.

Each individual is provided support to achieve self-sufficiency and to build individual independent living action plans that identify goals health, wellness, recovery, and self-sufficiency goals. This may include addressing housing, transportation, health, and employment; and Granite Wellness Centers will provide education around parenting, anger management, money management, computer skills, life skills and literacy training, employment skills and resources, and smoking cessation.

Some of the issues we address are:

- drug and/or alcohol use
- anxiety
- depression
- mental illness
- relationship struggles
- parenting concerns
- family issues
- sexual/emotional abuse
- anger management
- grief and loss issues
- trauma issues

EXHIBIT B - FEE SCHEDULE

Residential and Recovery Residential

Outpatient	FY 23/24		
	Alc & Drug Counselor Rate	LPHA	Peer Recovery Specialist
Outpatient Drug Free	242.55	247.17	218.20
IOT	242.55	247.17	218.20
Case Management	242.55	247.17	218.20
Recovery Services	242.55	247.17	218.20
Physician Consultation	242.55	247.17	218.20
Group is	242.55		

Per day cost

1 Child	$ 75.00
2 Children	$ 100.00
Recovery Residence	$32.5 per day
1 Child	$150.00
2 Children $ 200.00	

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.

EXHIBIT C

General Provisions

1. Additional Contract Restrictions-

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. Hatch Act-

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

3. No Unlawful Use or Unlawful Use Messages Regarding Drugs-

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County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances-

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

5. Debarment and Suspension-

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

6. Restriction on Distribution of Sterile Needles-

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

7. Health Insurance Portability and Accountability Act (HIPAA) of 1996-

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.
Biennial 2022-24 SABG County Application Enclosure 2 Page 13 of 23

A. Trading Partner Requirements-

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards-

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing-

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies-

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention-

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

8. Nondiscrimination and Institutional Safeguards for Religious Providers

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

9. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:

https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards

11. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

12. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):
A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

15. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved

investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

16. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.
The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Adolescent Best Practices Guidelines

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

18. Byrd Anti-Lobbying Amendment (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

19. Nondiscrimination in Employment and Services

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

20. Federal Law Requirements:

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

21. State Law Requirements:

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

22. Additional Contract Restrictions

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

23. Information Access for Individuals with Limited English Proficiency

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aegis Treatment Centers to** provide Narcotic Replacement Therapy services, counseling programs and conduct face to face individual and group consultations**; effective July 1, 2023 through June 30, 2027; not to exceed $40,000.00 per FY, $160,000.00 total; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Board of Supervisors to approve and authorize the board Chair to sign a multiple year, 2023-2027, contract with Aegis Treatment Centers. The total amount paid by the County to Contractor is not to exceed $40,000.00 per fiscal year. County Counsel has approved to form.

Background and Discussion:

Contractor will provide Narcotic Replacement Therapy services, and counseling programs for Plumas County beneficiaries. This comprehensive treatment will address methadone medication treatment. Methadone is a medication used to alleviate the symptoms of withdrawal from narcotics. Contractor will also conduct face to face individual and group consultations regarding methadone detox and methadone maintenance. County Counsel has thoroughly reviewed and approved to form.

Action:

Approve and authorize the Board of Supervisors to approve and authorize the board Chair to sign a multiple year, 2023-2027, contract with Aegis Treatment Centers. The total amount paid by the County to Contractor is not to exceed $40,000.00 per fiscal year. County Counsel has approved to form.

Fiscal Impact:

No county general funds are used for any of the above programs and staffing. Any costs associated with this matter are covered by a combination of federal and state funds.

Attachments:

1. 2.B.3.

CONTRACT FOR BEHAVIORAL HEALTH SERVICES
PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

THIS CONTRACT, entered into by and between the County of Plumas a public entity in the State of California, (hereafter "County") and Aegis Treatment Centers, LLC, a Delaware Limited Liability Company, qualified to transact business in the State of California, (hereafter "Contractor"):

WITNESSETH

WHEREAS, County has a need, through Plumas County Behavioral Health services, to contract with a Narcotic Treatment Program (NTP) as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and;

WHEREAS, Contractor has specially trained, experienced staff to perform NTP services and desires to enter into a Contract with the County to provide narcotic therapy services to beneficiaries of Plumas County.

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services; and

WHEREAS, Pursuant to Government Code, section 31000, the County may contract for special services on behalf of public entities including County Behavioral Health.

NOW, **THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. **Scope of Services**. County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County, the services set forth in Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. **Compensation**. Contractor shall be compensated by County for performing said services in accordance with Exhibit B and shall be compensated according to the fee schedule Exhibit B-1, attached hereto and incorporated herein by reference.
3. **Effective Date and Duration**. The effective date and duration of this Contract shall be as set forth in Exhibit C, attached hereto and incorporated herein by reference.
4. **General Conditions**. Contractor and County shall comply with all provisions of County's General Conditions as set forth in Exhibit D, attached hereto and incorporated herein by reference.
5. **Special Conditions**. Contractor and County shall comply with the Special Conditions set forth in Exhibit E, attached hereto and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
6. **Business Associate Agreement**. Contractor and County shall comply with the County's Business Associate Agreement as set forth in Exhibit F, attached hereto and incorporated herein by reference.

7. **Qualified Service Organization Agreement**. Contractor and County shall comply with the County's Qualified Service Organization Agreement as set forth in Exhibit G, attached hereto and incorporated herein by reference.

8. **Term**. The term of this Agreement commences July 1, 2023, and shall remain in effect through June 30, 2027, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Aegis Treatment Centers, Limited Liability Company from July 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year set forth below.

CONTRACTOR:
Aegis Treatment Centers, LLC

By: _____
Name: Susan D. Hoeflich
Title: Vice President, Managed Care
Date:

COUNTY:
County of Plumas, a political subdivision of the State of California

By:_____
Name: Sharon Sousa, LMFT,
Title: Behavioral Health Director
Date:

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date:

ATTEST:

By: _____
Name: Kristina Rogers
Title: Deputy Clerk of the Board
Date:

Approved as to form:

_____ 8/22/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SCOPE OF SERVICES

1. Services.

a. Contractor shall provide outpatient Narcotic Treatment Program (NTP) services, specifically NTP-Methadone, NTP-Individual Counseling, and NTP-Group Counseling for eligible Medi-Cal beneficiaries, both perinatal and non-perinatal, in need of such services in accordance with applicable federal and state statutes and regulations including Title 22 regulations related to the Drug/Medi-Cal, Program, DHCS Substance Use Disorder Services Standards, and applicable licensure and certification requirements for NTP Services. An NTP as defined in Title 22, California Code of Regulation (CCR), Section 51341.1(d)(1), means an outpatient service using federally approved medications for NTP, directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnosis. For the purposes of Section 51341.1(d)(1), "narcotic treatment program" does not include detoxification treatment.

b. Contractor shall provide Covered Services for eligible DMC beneficiaries in need of such services. Covered Services means DMC services authorized by Title XIX of the Social Security Act and specified in Title 22, California Code of Regulations and shall include, among other things, NTP services:

1) Federally approved medications for NTP

2) Drug screening and other testing as appropriate

3) Individual and Group counseling services regarding NTP approved medication maintenance

2. Federal and State Regulations.

a. When a request for Covered Services is made by an eligible beneficiary, Contractor shall initiate services with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding wait times and appointments.

b. If DMC services are provided to Minor Consent beneficiaries, Contractor shall comply with California Family Code Section 6929.

c. Contractor shall comply with all terms and conditions of this Contract and all pertinent state and federal laws and regulations.

3. Service Sites.

a. Contractor shall provide federally approved medications for NTPs, including

methadone medication and individual and/or group counseling sessions to Plumas County residents at its licensed clinic locations throughout California.

b. Contractor shall obtain and maintain DMC certification of the site(s) at which services are provided or may be provided as required by the California Department of Health Care Services (DHCS).

c. Contractor site(s) where DMC services are provided must be certified in accordance with Drug Medi-Cal regulations and the Americans with Disabilities Act (ADA) and an official fire clearance must be present at each site.

d. Contractor shall provide the services required by this Contract during hours that are in the best interest of County's clients and, within this parameter, Contractor may determine the appropriate availability and hours of its operations.

e. Contractor agrees to provide all necessary tools, equipment, materials, and supplies necessary for the performance of the services under this Contract. Contractor shall also be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, bonds or taxes required of or imposed against Contractor and all other Contractor's costs of doing business. County shall not be responsible for any expenses incurred by Contractor in performing services for County.

4. Reporting.

a. Contractor shall establish and maintain, at Contractor's cost, a computer system fully compliant with HIPAA transactions and Codeset standards as well as the DHCS CalOMS Data Collection standards, as necessary, for the submission of information required under the terms and conditions of this Contract, including, but not limited to the submission of Drug Medi-Cal claims and CalOMS treatment admission and discharge data, including client demographic data.

b. Contractor will be responsible for the accuracy of all data and information which Contractor provides to County or State, ensuring that all services are performed appropriately within the Federal, State, and County guidelines, regulations, code, statutes, and law, including, but not limited to administration, utilization review, documentation, and staffing.

c. Contractor shall be solely liable and responsible for all data and information submitted by Contractor to County or State in support of claims for services that may be based on data and information submitted by Contractor. Contractor shall process all service data requests within the time frame prescribed by the County and/or State. County shall have no liability for Contractor's failure to comply with County and/or State time frames.

d. Upon request by County, Contractor shall provide to County within seven (7) days of the request, any and all client progress report(s), proof of client residency, along with County authorization form(s) properly executed by the client(s).

5. Auditing.

a. Contractor shall maintain an audit file of all records pertaining to this Contract for a period of ten years after the duration date of this Contract, or until final resolution of any audits, whichever occurs later.

b. County will periodically evaluate Contractor's program billed services for the purpose of assessing the reasonableness of the County's payment for services provided. Contractor will be provided reasonable notice if additional contractual and/or service delivery issues are to be reviewed. Contractor is expected to prepare and provide to County the necessary reports and other analysis to adequately explain Contractor's use of funds as specified in Exhibit "B" of this Contract.

EXHIBIT B

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

1. Compensation.

a. Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to Plumas County Behavioral Health. Plumas County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:

1) The County reimburses all eligible providers of Narcotic Treatment Program Services on a fee for service basis pursuant to a fee schedule. Narcotic Treatment Program Daily Dosing Services are reimbursed a daily rate. An Eligible Provider must administer an MAT for OUD Medication or MAT for AUD Medication to be reimbursed for Narcotic Treatment Program Daily Dosing Services. The County reimburses all Eligible Providers for Group Counseling, Individual Counseling, and Peer Support Services provided in a Narcotic Treatment Program pursuant to the fee schedule established in Exhibit B-1 of this agreement.

2) County shall compensate based on negotiated fee schedule(s) as incorporated in Section B-1 of this Agreement. Pursuant to Title 9 California Code of Regulations (C.C.R.) Section 9533(a) (2), Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients, except where a share of cost, defined in Title 22 C.C.R. Section 50090, is authorized under Title 22 C.C.R. Section 50651 et seq. Contractor shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.

3) In no event shall the maximum allowable payment to Contractor in any fiscal year under this Contract exceed the amount granted by the State of California to County pursuant to the Department of Health Care Services contract for Substance Use Disorder (SUD) services for the Fiscal Year applicable to this Contract.

4) The total amount paid by County to Contractor under this Agreement shall not exceed $40,000.00 per fiscal year. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

2. Billing.

Contractor shall bill County for services provided under this Contract as follows: For all services in a calendar month, Contractor shall invoice County by the 30th day of the following calendar month. Contractor must submit claims for payment on a Drug Medi-Cal Monthly Summary Invoice Form, which can be found at: http://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_2K-2Lc/2H_ADP1592_rev_02_2008.pdf

3. Documentation.

If County deems applicable, as part of the monthly invoicing process, Contractor shall provide, with each monthly invoice, documentation pertaining to client services provided during the invoiced

month, as per any special requirements needed by third party payors or federal or state funding agencies. This requirement shall apply to all Contractors billing services on a per minute basis. Contractor shall provide documentation as per County guidelines.

4. Payments.

a. County shall, within thirty (30) days following receipt of a correct monthly invoice meeting all criteria in this Contract, pay the undisputed charges on the invoice. If there are any disputed charges on the invoice, County shall include the explanation of the nature of the dispute with the payment for the undisputed charges and will provide Contractor with a Notice of Adverse Beneficiary Determination, if applicable. The parties shall exchange any information needed to resolve the dispute within a reasonable time.

5. Audit Risk.

a. In the case that Contractor-provided services are billed by the County to Medi-Cal, Contractor agrees to accept risk for Medi-Cal exceptions related to deficiencies in documentation or any other areas of responsibility to County to the extent allowed by law. Contractor further agrees to be responsible for reimbursing County any revenues to be paid to the State or Federal government, including but not limited to exceptions resulting from Medi-Cal audit, or as identified through utilization review and medical review by insurance carriers or other auditors. Said reimbursements shall include all lost revenues, damages of any kind, costs and attorney fees incurred by the County, and other charges assessed against the County to the full extent allowed by law.

b. Furthermore, as per County Provider Problem Resolution & Appeal Processes (Outpatient), County shall provide Contractor a process for appealing or disputing Medi-Cal exceptions or deficiencies demonstrated specifically attributable to Contractor by the County. Reimbursement to the County by Contractor shall not be required until the completion of the appeal or dispute resolution process.

6. Withholding Payment.

County may deduct any such funds from other payments to Contractor if County includes a description of the basis for the deduction with its payment.

a. In addition to withholding payment due to disputed charges on a Drug Medi-Cal Monthly Summary Invoice, County shall have the right to withhold payment to Contractor under the following conditions:

1) Contractor has not documented or has not sufficiently documented Contractor's services according to client records standards of the industry and any special requirements needed by third party payors or federal or state funding agencies.

2) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage.

3) Contractor has failed to sufficiently itemize or document the itemized Drug Medi-Cal Monthly Summary Invoice.

4) When, in the opinion of the County and expressed by the County to Contractor in writing, the Contractor's performance, in whole or in part, has not been sufficiently documented.

EXHIBIT B-1
FEE SCHEDULE

This is a fee for services contract. CONTRACTOR will be paid for services at the rates set forth below. Contractor shall utilize the Current Procedural Terminology (CPT) Codes and Healthcare Common Procedure Coding System (HCPCS) Codes that indicate what CONTRACTOR services have been provided. CPT and HCPCS Codes are the uniform language for coding medical services, procedures, products, supplies, and other related services. This will ensure uniform billing for clients regardless of payment type.

RATES		
Outpatient Direct Service Staff	**Rate Type**	**Rate**
Medical Doctor	Per 15 Min	$390.53
Physician's Assistant	Per 15 Min	$175.15
Nurse Practitioner	Per 15 Min	$194.20
RN	Per 15 Min	$158.63
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	Per 15 Min	$101.64
Peer Recovery Specialist	Per 15 Min	$52.50
Alcohol and Drug Counselor	Per 15 Min	$84.30
NTP	**Rate Type**	**Rate**
Methadone	Daily	$20.25
Methadone- Perinatal	Daily	$31.11
Buprenorphine-Naloxone Combo Film	Daily	$28.68
Buprenorphine-Naloxone Combo Film Perinatal	Daily	$39.89
Buprenorphine-Naloxone Combo Tablets	Daily	$32.22
Buprenorphine-Naloxone Combo Tablets Perinatal	Daily	$43.42
Buprenorphine Mono	Daily	$31.73
Buprenorphine Mono Perinatal	Daily	$42.94
Disulfiram	Daily	$11.45
Disulfiram-Perinatal	Daily	$11.62
Buprenorphine Injectable (Sublocade)	Monthly	$1,996.21
Buprenorphine Injectable (Sublocade) Perinatal	Monthly	$1,996.21
Naltrexone Injectable (Vivitrol)	Monthly	$2,180.41
Naltrexone Injectable (Vivitrol) Perinatal	Monthly	$2,180.41
Naloxone HCL 2 pk Generic		$106.07
Naloxone HCL 2 pk Narcan		$144.76

EXHIBIT C

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

DURATION AND EFFECTIVE DATE

Effective Date.

The term of this Agreement commences July 1, 2023 and shall remain in effect through June 30, 2027, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Aegis Treatment Center LLC., from July 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

EXHIBIT D

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

GENERAL CONDITIONS

1. Independent Contractor.

Contractor shall be deemed to be an independent contractor of County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. No Eligibility for Fringe Benefits.

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Contractor for Provision of Services.

Contractor shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other applicable laws for the type of services rendered under this Contract. Contractor agrees that it shall immediately notify County in writing of any termination, suspension, reduction, or restriction of any requisite license, accreditation, or certification held by Contractor and/or its employees. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.

4. Warranty of Contractor re Compliance with all Laws.

Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all laws, rules, regulations, and administrative requirements adopted by federal, state, and local governments which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.

5. Power and Authority of Contractor.

If Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. Termination for Cause.

a. If County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, County may immediately terminate the Contract.

b. If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:

1) Contractor fails to perform Contractor's duties to the satisfaction of the County; or

2) Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract; or

3) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or

4) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or

5) Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or.

6) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage; or

7) Contractor fails to comply with any provision of the Mental Health Compliance Plan, Cultural Competence Plan, and Code of Ethics.

c. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

d. In the event of termination, all obligations to provide services shall automatically terminate on the effective date of any termination.

e. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

7. Termination for Convenience.

a. Either party may terminate this Contract at any time by providing the other party written notice of termination for convenience (Notice of Termination for Convenience). The Notice of Termination for Convenience shall specify the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the Notice for Termination for Convenience. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the specified date for termination set forth in the Notice of Termination for Convenience. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

b. Neither this section nor Section 6 of this Exhibit apply to a decision by either party not to exercise an option to renew this Contract.

8. Power to Terminate.

Termination of this Contract may be effectuated by the Behavioral Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors.

9. Non-Assignment of Contract.

Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this Contract without the prior written consent of County. Any such assignment, transfer, or delegation without County's prior written consent shall be null and void.

10. Entire Agreement and Modifications.

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

11. Governing Law and Venue.

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. All of the parties' rights and obligations created hereunder shall be performed in the County of Plumas, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

12. Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

13. Severability.

The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

14. Nondiscrimination.

Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

15. Notices.

a. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return

receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

1) To the County:
   Plumas County Behavioral Health
   270 County Hospital Road Suite 109
   Quincy, CA 95971

2) To Contractor at:
   Aegis Treatment Centers, LLC.
   1317 Route 73 North, Suite 200
   Mount Laurel, NJ 08054-2202
   818-206-0381 facsimile
   contracting@pinnacletreatment.com

b. Any such notice shall be deemed to have been received if:

1) In the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission;

2) In the case of nationally recognized overnight courier, on the next business day after the date sent; or

3) In the case of mailing, on the third business day following posting.

16. Headings.

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

17. Signatory Authority.

Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

18. Indemnification.

To the fullest extent permitted by law, both parties shall indemnify, defend, and hold harmless the other party and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with its performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the other party.

19. Insurance.

a. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

b. Minimum Scope and Limit of Insurance. Coverage should be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits of coverage in an amount not less than $1,000,000 per claim with the minimum annual aggregate not less than $300,000

2) Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4) (Not required if Contractor provides written verification it has no employees)

5) Sexual Misconduct Liability, if applicable: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

6) Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

c. Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

d. Primary Coverage: For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

e. Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given by the insurance company to the County.

f. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

g. Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

h. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

i. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County as stated by the County in writing.

j. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

   1) The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.

   2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract work

   3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

k. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

l. Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

m. Certificates and copies of any required endorsements shall be sent to:

   Plumas County Behavioral Health

270 County Hospital Road Suite 109
Quincy, CA 95971

20. Non-appropriation of Funds.

During the term of this Contract, if the State or any federal government terminates or reduces it's funding to County for services that are to be provided under this Contract, then County may elect to terminate this Contract by giving written notice of termination to Contractor effectively immediately or on such other date as County specifies in the notice. In the event that the term of this Contract extends into fiscal year subsequent to that in which it was approved by the County, continuation of the Contract is contingent on the appropriation of funds by the Plumas County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

21. Force Majeure.

Neither County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

22. Fiscal Controls.

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The handbook may be modified from time to time and Contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this Contract, unless otherwise agreed upon in writing by County.

a. The Handbook is available at Plumas County Behavioral Health

   270 County Hospital Road Suite 109 Quincy, CA 95971

b. The Office of Management and Budget (OMB) circulars are available at http://www.whitehouse.gov/omb/circulars.

23. Inspection or Audit of Records by Local, State or Federal Agency.

a. Unless a longer period is required by law, pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars ($10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the Contract.

b. Additionally, Contractor shall allow the County, State Department of Health Care Services (DHCS), United States Department of Health and Human Services (HHS), the Comptroller General of the United States (Government Accountability Office, GAO), and all other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor and its agents, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records, including electronic records, originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County, State DHCS, HHS, or GAO as requested.

c. Contractor shall include in each of its contracts with any contractor performing work under this Contract, a provision providing that the subcontractor grants to the County, State Department of Health Care Services (DHCS), United States Department of Health and Human Services (HHS), the Comptroller General of the United States (Government Accountability Office, GAO), and all other authorized federal and state agencies, or their duly authorized representatives, the same rights to inspect, evaluate, audit and otherwise examine the contractor's records and facilities as set forth in section 24.b., above, of this Exhibit.

24. Nondisclosure.

All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

25. Conflict of Interest.

Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code Sections 1090 and 87100 et seq. during the term of this Contract.

26. Immigration Reform and Control Act.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in

compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

27. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement of this contract, shall be strictly reserved to County and Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person.

28. Tax Information Reporting.

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

29. Delegation of Authority.

a. The scope of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the Board of Supervisors delegates to the Behavioral Health Agency Director or designee the authority to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to Contractor up to the change order limits specified in the County's Contracting for Services Policy.

b. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Behavioral Health Agency Director or designee and does not exceed the change order limits. This delegation of authority is expressly limited as stated herein.

c. The Board of Supervisors expressly delegates to the Behavioral Health Agency Director or designee the authority to decide whether to exercise the option to renew this Contract for two (2) one-year periods pursuant to Exhibit C. The Behavioral Health Agency Director is permitted to agree to any rate change associated with a renewal of this Contract so long as that rate change from the allowed expenditure under the initial term of this Contract falls within the change order limits of the County's Contracting for Services Policy.

EXHIBIT E

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

GENERAL PROVISIONS

1. Compliance with Health Care Laws.

Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. No Discrimination In Level Of Services.

As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

3. Nondiscrimination.

a. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No.86 dated May 4, 1977.

b. Contractor shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

c. Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

4. Quality Assurance.

Contractor agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Health Care Services. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of mental health care to clients at economical costs.

5. Compliance Certification.

a. Contractor shall certify in writing on an annual basis that it has complied with the following elements of this Contract:

   1) Exhibit D.26.: Conflict of Interest

2) Exhibit E.6.: Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers

3) Exhibit E.7.; Compliance Plan

4) Exhibit E.8.: Cultural Competence Plan

5) Exhibit E.9.: Health Information Privacy and Security Policy and Training Program

6) Exhibit E.11.: Disclosures - Conviction of Crimes / Ownership Interest of Greater than 5%

Contractor shall sign the Contractor Certification form in conjunction with signing this Contract.

6. Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers.

At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On a monthly basis, Contractor shall conduct or cause to be conducted a screening of all employees, contractors or agents assuring that neither Contractor nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers.

7. Compliance Plan.

a. Contractor shall, at a minimum, adopt and comply with all provisions of the latest version of the Behavioral Health Agency Compliance Plan and Code of Conduct–Contractor and Network Provider Version ("Compliance Plan"). Contractor may adopt and comply with an alternate Compliance Plan and Code of Conduct if granted written approval by the Behavioral Health Agency Compliance Officer. Contractor shall adopt effective measures to enforce compliance with the Compliance Plan by its employees, contractors and agents.

b. Within 30 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Behavioral Health Agency Compliance Plan and Code of Ethics and complete related training provided by Contractor or the Behavioral Health Agency.

c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Compliance Plan, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

8. Compliance with County Cultural Competence Plan.

a. Consistent with the County Cultural Competence Plan, Contractor will provide services that meet the cultural, ethnic and linguistic backgrounds of their clients, including but not limited to, access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Contractor will use professional skills, behaviors, and attitudes in its system that ensures that the system, or those being seen in the system, will work effectively in a cross cultural environment. Contractor shall adopt effective measures to enforce compliance with the Cultural Competence Plan by its employees, contractors and agents.

b. Within 90 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Cultural Competence Employee Information Pamphlet and complete related training provided by the Behavioral Health Agency.

c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Cultural Competence Employee Information Pamphlet, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

d. The Cultural Competence Employee Information Pamphlet may be found here: https://www.plumascounty.us/2587/Cultural-Competency

e. The Cultural Competence Plan may be found here: https://www.plumascounty.us/2587/Cultural-Competency

9. Health Information Privacy and Security Policy and Training Program.

a. Contractor shall provide health information privacy and security training to all employees as required by Title 22 of the California Code of Regulations, the Health Information Portability and Accountability Act of 1996, the California Medical Information Act, and as required by County.

b. Within 15 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Confidentiality Agreement and HIPAA primer for Contractor Use, and complete related training provided by the Behavioral Health Agency. Contractor may adopt and comply with an alternate Confidentiality Agreement, HIPAA Policy, and related training if granted written approval by the Behavioral Health Agency Compliance Officer.

c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Behavioral Health Information Privacy and Security Policy, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

d. The Behavioral Health Information Privacy and Security Policy and Procedure may be found here: https://www.plumascounty.us/2765/Client-Resources

e. The Confidentiality Agreement and HIPAA Primer for Contractor Use may be found here: https://www.plumascounty.us/2765/Client-Resources

10. Confidentiality.

Contractor shall abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Welfare and Institutions Code sections 14100 et seq, and 5328 et seq.; section 431.300 et seq. of Title 42 of the Code of Federal Regulations; the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164; and the provisions of Exhibit F of this Contract , (the Business Associate Agreement). Any conflict between the terms and conditions of this Contract and Exhibit F (the Business Associate Agreement) are to be read so that the more legally stringent terms and

obligations of the Contractor shall control and be given effect. Contractor shall not disclose any client/patient identifying information, except as otherwise authorized by law.

11. Disclosures.

a. Pursuant to 42 CFR § 455.104 and 42 CFR § 455.106, Contractor shall submit the disclosures described in this section regarding the Contractor's ownership and control and convictions of crimes. Contractor must submit new or updated disclosures to the Behavioral Health Agency prior to entering into or renewing the Contract. Contractor shall submit an updated disclosure to the Behavioral Health Agency within 35 calendar days of any change of ownership, conviction of crime by a Contractor employee, or upon request of the Department. Disclosures as provided herein:

b. For disclosure of 5% or More Ownership Interest, Contractor shall provide in writing the following:

1) The name and address of any person (individual or corporation) with an ownership or control interest in the contractor/network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

2) Date of birth and Social Security Number (in the case of an individual);

3) Other tax identification number, in the case of a corporation or other entity that uses a tax identification number for tax purposes;

4) Whether the person (individual or corporation) with an ownership or control interest in the contractor/network provider is related to another person with ownership or control interest in the same or any other network provider of the Behavioral Health Agency as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

5) The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and

6) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

c. For disclosure of Conviction of Crime(s), Contractor shall provide in writing the following:

1) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

2) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

3) The Contractor shall supply the written disclosures to the County before entering into the Contract and at any time upon the County's request.

4) Network providers should submit the same disclosures to the County regarding the network providers' criminal convictions. Network providers shall supply the disclosures before entering into the Contract and at any time upon the Department's request.

12. Record keeping and reporting of services.

a. Contractor shall keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, medication log, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services, including timely access to such services, without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.

b. Contractor shall submit informational reports as required by County on forms provided by or acceptable to County with respect to Contractor's program, major incidents, and fiscal activities of the program.

c. Contractor shall collect and provide County with all data and information County deems necessary for County to satisfy State reporting requirements, which shall include, without limitation, Medi-Cal Cost reports in accordance with Welfare and Institutions Code 5651(a)(4), 5664(a) and (b), 5705(b)(3), 5718(c) and guidelines established by DHCS. Said information shall be due no later than 90 days after close of fiscal year of each year, unless a written extension is approved by the County. Contractor shall provide such information in accordance with the requirements of the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable state manuals and/or training materials, and other written guidelines that may be provided by County to Contractor.

13. State Audits.

Pursuant to California Code of Regulations, title 9, section 1810.380, Contractor shall be subject to State oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provided in compliance with said code and the contract between the State and County. If the Contractor is determined to be out of compliance with State or Federal laws and/or regulations, the State may require actions of the County to rectify any out of compliance issue, which may include financial implications. Contractor agrees to be held responsible for their portion of any action the State may impose on the County.

14. Equipment.

a. Contractor shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:

1) All required Behavioral Health forms;

2) County may at its option and at County’s sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract. Contractor may at its option use County provided equipment for non-County clients as long as the equipment in any given instance is not for the sole use of non-County clients.

15. Other Employment.

a. Contractor shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the following prohibitions:

1) No such private practice shall be conducted or solicited on County premises or from County-referred clients.

2) Such other employment shall not conflict with the duties, or the time periods within which to perform those duties, described in this Contract.

3) The insurance coverage provided by the County or by the Contractor for the benefit of the County herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this Contract.

16. State Department of Health Care Services Contract.

Contractor agrees that this Contract shall be governed by and construed in accordance with the laws, regulations and contractual obligations of County under its agreement with the State Department of Health Care Services to provide specialty mental health services to Medi-Cal beneficiaries of Plumas County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775).

17. Use of Information Provided by the Social Security Administration.

Contractor shall comply with all conditions required under the Social Security Administration agreement with the California Department of Health Care Services available at:

https://www.dhcs.ca.gov/formsandpubs/laws/Pages/CaliforniStatePlan.aspx

18. Placement Authority.

County shall have sole and exclusive right to screen and approve or disapprove clients prior to placement in Contractor's facility. Approval must be obtained in writing by client's case manager or designee prior to placement under this Contract.

19. License Information.

Contractor agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of this Contract, such qualifications, licenses, registrations, certifications, and/or permits as are required by state or local law. Contractor shall provide County a written list of all licensed/registered/waivered or certified persons who may be providing services under this Contract. The list shall include the name, title, professional degree, license number, and NPI number.

20. Professional Licensing Waiver Requirements.

Contractor shall comply with Department of Mental Health (DMH) Letter No 02-09 regarding waivers for professional licensing of all psychologists, clinical social workers, licensed professional clinical counselors, or marriage and family therapists employed by, or under contract to, County.

21. Gifts.

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established County procedures.

22. Violations and Deviations.

a. If the County discovers any practice, procedure, or policy of the Contractor which deviates from the requirements of this Contract, violates federal or state law, threatens the success of the program conducted pursuant to this Contract, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, County may require corrective action, withhold payment in whole or in part, or terminate this Contract immediately. If County notifies Contractor that corrective action is required, Contractor shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless County notifies Contractor that it is

necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service. If Contractor is an in-patient facility, Contractor shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

b. Contractor shall notify the County immediately should Contractor or its agents be investigated for, charged with, or convicted of a health care related offense. During the pendency of any such proceedings, Contractor shall keep the County fully informed about the status of such proceedings and shall consult with the County prior to taking any action which will directly impact the County. This Contract may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor or its agents of a health care offense. Contractor shall indemnify, defend, and hold harmless the County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor or its agents.

23. Reports of Death, Injury, Damage, or Abuse.

a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County's clients, Contractor shall immediately notify the County's Behavioral Health Director by telephone. In addition, Contractor shall promptly submit to County a written report including: (1) the name and address of the injured /deceased person; (2) the time and location of the incident; (3) the names and addresses of Contractor's employees and/or agents who were involved with the incident; (4) the names of County employees, if any, involved with the incident; and (5) a detailed description of the incident.

b. Child Abuse Reporting. Contractor shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code § 11164, et seq. Contractor shall require that all of its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements

c. Elder Abuse Reporting. Contractor shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code § 15600 Code, et seq.). Contractor shall require that all of its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements

24. Trafficking Victims Protection Act of 2000.

a. Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 7102. For full text, see:

http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim

b. Contractor, Contractor's employees, and subcontractors shall not:

1) Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect.

2) Procure a commercial sex act during the period of time that the Contract is in effect.

3) Use forced labor in the performance of the award or sub-awards under the Contract.

c. Contractor shall:

1) Immediately notify the County's Behavioral Health Director, by telephone, in the event they receive any information from any source alleging a violation of a prohibition in Section 9a. of this Exhibit.

2) Include the requirements of paragraph a. of this section in any Subcontract awarded under this Contract.

d. Violation of any of these provisions is cause for immediate termination of the Contract.

25. Disclosure of Unusual Incidents.

Contractor shall notify the County's Behavioral Health Director, by telephone, of the violation of any provision of this Contract within 24 hours of obtaining reasonable cause to believe such a violation occurred. Notice of such violation shall be confirmed by delivering to the County's Behavioral Health Director, within 72 hours of obtaining a reasonable cause to believe that such violation occurred, a written notice which shall describe the violation in detail. Contractor shall comply with state law and the County's policies and requirements concerning the reporting of unusual occurrences and incidents.

26. Standard for Security Configurations, if applicable.

a. Contractors accessing County's electronic health records system shall abide by and implement the standard Security Configurations below. The Contractor shall configure its computers with the applicable United States Government Configuration Baseline (USGCB) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.

b. The Contractor shall ensure IT applications operated on behalf of the County are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products meet the latest USGCB major version and subsequent major versions.

c. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.

d. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.

e. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this Contract comply with the requirements contained in this clause.

f. The Contractor shall ensure that computers which store Protected Health Information (PHI) and/or Personally Identifiable Information (PII) locally have hard drive encryption installed and enabled.

g. For those Contractors accessing County's electronic health records system, County shall not provide the Contractor with computer hardware support in connection with the performance of this Contract. The County shall provide the Contractor with necessary electronic health

records software support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with any Computer support in connection with the performance of this Contract.

27. Charitable Choice.

a. Contractor shall not use any money provided under this Contract for any inherently religious activities such as worship, sectarian instruction, and proselytization. In regard to rendering assistance, Contractor shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. If an individual objects to the religious character of a program, Contractor shall provide a secular alternative at no unreasonable inconvenience or expense to the individual or the County.

b. Contractor shall comply by 42 Code of Federal Regulations, Part 54.

c. Contractor shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance use disorder activities. This information must be submitted to the County by September 1st of each year, including the September 1st after the termination of this Contract. The annual submission shall contain all substantive information required by the County and be formatted in a manner prescribed by Department of Health Care Services (DHCS).

28. No Unlawful Use or Unlawful Use Messages Regarding Drugs.

Contractor agrees that information produced through funds allocated under this Contract, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-1199.3). Contractor agrees that it shall enforce, and shall require its agents, including contractors, to enforce these requirements.

29. Restriction on Distribution of Sterile Needles.

Contractor agrees that no Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

30. Additional Contract Restrictions.

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

31. Hatch Act.

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

32. No Unlawful Use or Unlawful Use Messages Regarding Drugs.

Biennial 2022-24 SABG County Application Enclosure 2 Page 12 of 23
County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

33. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

34. Debarment and Suspension.

The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

35. Restriction on Distribution of Sterile Needles.

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

36. Health Insurance Portability and Accountability Act (HIPAA) of 1996.

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.
Biennial 2022-24 SABG County Application Enclosure 2 Page 13 of 23

A. Trading Partner Requirements.

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards.

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing.

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies.

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention.

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log.

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

37. Nondiscrimination and Institutional Safeguards for Religious Providers.

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

38. Counselor Certification.

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

39. Cultural and Linguistic Proficiency.

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards

40. Intravenous Drug Use (IVDU) Treatment.

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

41. Tuberculosis Treatment.

County shall ensure the following related to Tuberculosis (TB):

A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

42. Trafficking Victims Protection Act of 2000.

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

43. Tribal Communities and Organizations.

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

44. Marijuana Restriction.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

45. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for
the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

46. Adolescent Best Practices Guidelines.

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

47. Byrd Anti-Lobbying Amendment (31 USC 1352).

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

48. Nondiscrimination in Employment and Services.

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

49. Federal Law Requirements:

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

50. State Law Requirements:

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

51. Additional Contract Restrictions

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

52. Information Access for Individuals with Limited English Proficiency

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance,

(c) language interpreter and translation services, or (d) video remote language interpreting services.

53. Subcontract Provisions

County shall include all of the foregoing general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

54. Ukraine Sanctions

Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

EXHIBIT F

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

BUSINESS ASSOCIATE AGREEMENT

1. General Provisions and Recitals.

A. All terms used, but not otherwise defined below herein, have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and their implementing regulations at 45 CFR Parts 160 through 165 ("HIPAA regulations") (collectively along with state law privacy rules as "HIPAA laws") as they may exist now or be hereafter amended.

B. A business associate relationship under the HIPAA laws between Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County under the Agreement.

C. County wishes to disclose to Contractor certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined by the HIPAA laws, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

D. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of the HIPAA laws.

E. The HIPAA Privacy and Security rules apply to Contractor in the same manner as they apply to County. Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

2. Definitions.

A. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor's workforce in relation to the protection of that information.

B. "Agent" shall have the meaning as determined in accordance with the federal common law of agency.

C. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA laws which compromise the security or privacy of the PHI.

(1) Breach excludes:

(a) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such

acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

(b) Any inadvertent disclosure of PHI by a person who is authorized to access protected health information at the County or the Contractor, to another person authorized to access protected health information at the County, the Contractor, other covered entity or business associate, that has not been used or disclosed except in compliance with law.

(c) A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(2) Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

D. "County PHI" means either: (1) PHI disclosed by County to Contractor; or (2) PHI created, received, maintained, or transmitted by Contractor pursuant to executing its obligations under the Contract.

E. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

F. "Minimum Necessary" shall mean the Privacy Rule Standards in 45 CFR §164.502(b) and §164.514(d)(1).

G. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion required by the HIPAA laws.

H. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

3. Obligations and Activities of Contractor as a Business Associate.

A. Contractor agrees not to use or further disclose County PHI other than as permitted or required by this Business Associate Agreement or as required by law.

B. Contractor agrees to use appropriate safeguards and other legally-required safeguards to prevent use or disclosure of County PHI other than as provided for by this Business

Associate Agreement.

C. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic County PHI.

D. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of County PHI by Contractor in violation of the requirements of this Business Associate Agreement or HIPAA laws.

E. Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such information.

F. Contractor agrees to provide access, within ten (10) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524 or any other provision of the HIPAA laws.

G. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within fifteen (15) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

H. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA laws.

I. Contractor agrees to document any Disclosures of County PHI that Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

J. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, any information collected in accordance with the Agreement, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with the HIPAA laws.

K. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA laws Contractor will comply with the requirements of the HIPAA laws that apply to County in the performance of such obligation.

L. Contractor shall honor all restrictions consistent with 45 C.F.R. §164.522 that the County or the Individual makes the Contractor aware of, including the Individual's right to restrict certain disclosures of PHI to a health plan where the individual pays out of pocket in full for the healthcare item or service, in accordance with HITECH Act Section 13405(a).

M. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Business Associate Agreement by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

N. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware. Contractor must report to County Breaches of County PHI in accordance with the HIPAA laws.

O. Contractor shall notify County within twenty-four (24) hours of discovering any Security Incident, including all data Breaches or compromises of County PHI, however, both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

(1) A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

(2) Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other Agent of Contractor, as determined by federal or state common law of agency.

(3) Contractor's initial notification shall be oral and followed by written notification within 24 hours of the oral notification.

(4) Oral notification shall be made to the HIPAA Privacy Officer Jessica McGill. Written notification shall be sent to the following address:

HIPAA Privacy Officer
Attn: Jessica McGill
270 County Hospital Road Suite 109
Quincy, CA 95971
Or by Email at: Jmcgill@pcbh.services

(5) Contractor's notification shall include, to the extent possible:

(a) The identification of each Individual whose County PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

(b) Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of County PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

(iv) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

(v) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

P. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

Q. In the event that Contractor is responsible for a Breach of County PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with Paragraph O and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

R. Contractor shall maintain documentation of all required notifications to County of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

S. Contractor shall provide County all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than ten (10) calendar days after Contractor's initial notice of the Breach to County.

T. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

U. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

V. Contractor shall train and use effective measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally or repeatedly violate any provisions.

4. Permitted Use and Disclosure by Contractor.

A. Contractor may use or further disclose County PHI as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County.

(1) Contractor may use County PHI, if necessary, for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor.

(2) Contractor may disclose County PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

(a) The Disclosure is required by law; or

(b) Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

(3) Contractor may use or further disclose County PHI to provide Data Aggregation services relating to the Health Care Operations of Contractor.

B. Contractor shall make Uses, Disclosures, and requests for County PHI consistent with the Minimum Necessary principle as defined herein.

C. Contractor may use or disclose County PHI as required by law.

5. Obligations of County.

A. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

B. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

C. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

6. Business Associate Termination.

A. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Agreement, County shall:

(1) Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or

(2) Have the discretion to unilaterally and immediately terminate the Agreement, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) calendar days.

B. Upon termination of the Agreement, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

(1) This provision shall apply to all PHI that is in the possession of Subcontractors

or Agents of Contractor.

(2) Contractor shall retain no copies of the PHI.

(3) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

C. The obligations of this Business Associate Agreement shall survive the termination of the Contract.

EXHIBIT G

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

QUALIFIED SERVICE ORGANIZATION AGREEMENT

1. Contractor agrees that it is a Qualified Service Organization to the County within the meaning of 42 Code of Federal Regulations sections 2.11 and 2.12**.**

2. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from County or through performing its obligations per this Contract, Contractor is fully bound by 42 Code of Federal Regulations Part 2 and analogous state laws**.**

3. Contractor further agrees that if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 Code of Regulations Part 2**.**

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and** Reno Behavioral Healthcare Hospital to provide therapeutic mental health and chemical dependency services**; effective July 1, 2023; not to exceed $100,000.00; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:
It is respectfully requested the Board of Supervisors approve and authorize the Board Chair to sign a $100,000.00 Agreement with Reno Behavioral Healthcare Hospital.

Background and Discussion:
The $100,000.00 Agreement is with Reno Behavioral Healthcare Hospital, which provides therapeutic mental health and chemical dependency services. This Agreement has been approved to form by County Counsel.

Action:

Respectfully request the Board of Supervisors approve and authorize the Board Chair to sign a $100,000.00 Agreement with Reno Behavioral Healthcare Hospital.

Fiscal 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.

Attachments:
1. 2.B.4.

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 Reno Behavioral Healthcare Hospital, 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 $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, 2023 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Reno Behavioral Healthcare Hospital, LLC July 1, 2023 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. Continuation of Services After Termination. Upon the request of the County or in accordance with applicable state law, Contractor shall continue to provide medically necessary covered services to County beneficiaries who are receiving services from Contractor as of the date of termination of this Agreement for a period of ninety (90) days or until the County beneficiary can be safely discharged or transferred to another facility. County shall continue to pay Contractor for such services at Contractor's contracted rate.

6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to 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.

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 LMFT Director
    Plumas County Behavioral Health
    270 County Hospital Road., Suite 109
    Quincy, CA 95971

    Contractor:

    Allison Zednicek, Chief Executive Officer
    Reno Behavioral Healthcare Hospital
    6940 Sierra Center Pkwy
    Reno, Nevada 89511

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:
Reno Behavioral Healthcare Hospital

By:_____
Name: Allison Zednicek
Title: Executive Officer
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Name: Sharon Sousa, LMFT
Title: Director Behavioral Health
Date signed:

APPROVED AS TO CONTENT:

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Name: Kristina Rogers
Title: Deputy Clerk of the Board
Date signed:

Approved as to form:

_____ 8/23/2023
Joshua Brechtel
Deputy County Counsel

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 Reno Behavioral Healthcare Hospital, LLC, referred to herein as Business Associate ("BA"), dated July 1, 2023.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses**. BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business **Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership**. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa	Name: Allison Zednicek
Title: Behavioral Health Director	Title: Chief Executive Officer
Address: 270 County Hospital Road, Suite 109	Address: 6940 Sierra Center Pkwy
Quincy, California 95971	Reno, NV 89511
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

Reno Behavioral Healthcare Hospital is a 124-bed facility providing comprehensive inpatient and outpatient programs for psychiatric and addiction treatment in a peaceful, therapeutic environment.

Each patient receives an individualized treatment plan to help ensure success. Programs address any underlying trauma that may be the root of the problem. Trauma-Informed Care is embedded in all they do.

Programs include:

- Adult Inpatient Treatment
- Detox and Chemical Dependency
- Adolescent Services
- Partial Hospitalization Program
- Intensive Outpatient Program
- Eating Disorders

SUBSTANCE USE DISORDER & CHEMICAL DEPENDENCY TREATMENT PROGRAMS

Substance use disorder is a progressive illness, and a person's mental health is often an underlying issue. For that reason, Reno Behavioral Healthcare Hospitals' rehabilitation program addresses the multiple challenges that may come with addiction:

- Alcohol and Drug Abuse
- Depression/Mood Swings
- Anxiety
- Urges and Cravings
- Post-Acute Withdrawal Symptoms
- Relapse/Lack of Motivation

Programs are primarily staffed with licensed Alcohol and Drug Counselors with advanced, Master's-level education. Their training provides a strong background in both substance use and underlying mental health issues, which can result in a more rounded treatment experience.

COMPREHENSIVE ADDICTION TREATMENT INCLUDES:

- Individualized treatment and recovery plan for a healthy and sober lifestyle
- Addiction Cycle Education
- Stress Management
- Group Therapy
- Family Therapy
- Coping-Skill Building

ADOLESCENT SERVICES

Inpatient and outpatient treatment for adolescents ages 12-17 with mental health and/or drug/alcohol use issues.
Adolescents are always hospitalized separately from adults. Our Treatment team provides 24-hour monitoring, treatment and stabilization for individuals, who may be struggling with problems with problems such as:

- Anxiety/Panic
- Bipolar/Disorder
- Depression
- Drug/Alcohol use, misuse or unhealthy/harmful use
- Post-Traumatic Stress Disorder
- Psychosis/Schizophrenia
- Suicidal/homicidal thoughts

We create a structured environment that encourages rapid recovery and a return to the community for follow -up care as needed.

ADULT INPATIENT TREATMENT FOR MENTAL HEALTH

General Psychiatric Trauma-Informed Inpatient Program

Reno Behavioral Healthcare Hospital offers a safe, secure and therapeutic environment for adults age 18 and older. Their treatment team provides 24-hour monitoring, psychiatric care and stabilization for patients who suffer from common conditions such as:

- Depression
- Bipolar Disorder
- Psychosis/Schizophrenia
- Anxiety
- Substance-Related Disorders with Psychiatric Symptoms

Treatment services are focused on helping patients develop the necessary coping skills to deal with the issues that led them to hepatization.
The highly structured program includes:

- Group therapy
- Medication management
- Recreation therapy
- Socialization therapy
- Expressive therapy

OUTPATIENT SERVICES
Outpatient Services provide needed treatment without the overnight stay.

Partial Hospitalization Program
Programming is based on highly structured, evidence-based treatment models offered within a safe and therapeutic environment. Monday-Friday, two to four weeks

Intensive Outpatient Program
Substance Use Disorder. Highly structured and includes group therapy as well as medication management if required.

Benefits of Outpatient Services

- Alternative to inpatient hospitalization
- A step-down program from inpatient care
- Tools for identifying and coping with triggers
- Comprehensive evaluation and individualized wellness and recovery treatment plan
- Medication consultation and management
- Evidence-based Treatment
- Intensive Group Therapy, Cognitive Behavioral Therapy, Illness Management Recovery
- Aftercare referrals

EXHIBIT B - FEE SCHEDULE

Daily Rate 1,237.00

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.

EXHIBIT C

General Provisions

1. Additional Contract Restrictions-

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. Hatch Act-

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

3. No Unlawful Use or Unlawful Use Messages Regarding Drugs-

Biennial 2022-24 SABG County Application Enclosure 2 Page 12 of 23
County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances-

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

5. Debarment and Suspension-

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

6. Restriction on Distribution of Sterile Needles-

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

7. Health Insurance Portability and Accountability Act (HIPAA) of 1996-

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.
Biennial 2022-24 SABG County Application Enclosure 2 Page 13 of 23

A. Trading Partner Requirements-

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards-

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing-

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has

obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies-

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention-

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

8. Nondiscrimination and Institutional Safeguards for Religious Providers

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

9. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:
https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards

11. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

12. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):
A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

15. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

16. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.
The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Adolescent Best Practices Guidelines

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

18. Byrd Anti-Lobbying Amendment (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

19. Nondiscrimination in Employment and Services

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

20. Federal Law Requirements:

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

21. State Law Requirements:

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

22. Additional Contract Restrictions

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

23. Information Access for Individuals with Limited English Proficiency

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that

explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

24. Subcontract Provisions

County shall include all of the foregoing Part II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve the Meeting Minutes for all meetings held in August of 2023, as submitted.**

Recommendation:
Approve the attached Board of Supervisors Meeting Minutes for Meeting minutes for the month of August 2023, as submitted.

Background and Discussion:
N/A

Action:

The Clerk of the Board respectfully requests that the Board of Supervisors approve the attached Board of Supervisors Meeting Minutes for all Meeting Minutes for the month of August 2023, as submitted.

Fiscal Impact:

N/A

Attachments:
1. Minutes 08-01-2023
2. Minutes 08-08-2023
3. Minutes 08-15-2023

Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, Chair, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 1, 2023

STANDING ORDERS

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Greg Hagwood led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and 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.

Dan Kearns spoke regarding his appreciation of the leaders of the County, working together to embrace the communities, transparency and allow the people to provide input and find solutions together that serve the best interest of the people.
Pastor George Tarleton offered a brief prayer for the County.
Shannon Lawson spoke regarding her position as an as-needed dispatcher for Plumas County and staffing issues in the department.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

Sheriff Todd Johns commended Sheriff Deputies and staff for their efforts during the County Fair as well as every day.
District Attorney David Hollister spoke in regard to summer case flow, Dixie Fire/PG&E settlement anniversary, ASP doing a great job, grant received for re-entry program, community supper and adopt-a-highway.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No report.

B. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

Greg Ellingson provided the Board of Supervisors with a brief update on Tyler/Munis fixed assets, training schedule and special districts.

C. Dame Shirley Plaza Support or Non-Support NEW Courthouse; discussion and possible action.

Motion: Table decision and direct staff to contact the State of California Judicial Council and invite them to bring a public presentation to a future meeting at a larger venue, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

There were 12 public comments received electronically prior to the meeting, and 26 during the meeting in person and on zoom.

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. AGRICULTURE -WEIGHTS & MEASURES DEPARTMENT

1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Agriculture/ Weights & Measures Department and the California Department of Food and Agriculture (CDFA) to provide enforcement through market and production site inspections and investigations in collaboration with CDFA's Certified Farmers Market program; effective July 1, 2023; not to exceed $440.00 (No General Fund Impact); approved as to form by County Counsel.

B. BEHAVIORAL HEALTH

1) Approve and authorize the Chair to ratify and sign an Agreement Between Plumas County Behavioral Health and Progress House for residential treatment of substance-use disorder clients; effective July 1, 2023; not to exceed $50,000.00 (No General Fund Impact); approved as to form by County Counsel.

2) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health Department and Gold Country Storage for Behavioral Health records and office storage; effective July 1, 2023; not to exceed $2,520.00 (No General Fund Impact); approved as to form by County Counsel.

C. CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in July of 2023, as submitted.

D. FACILITY SERVICES

1) Approve and authorize the Chair to sign an Agreement between Facility Services and Smith Tree Services for tree trimming/pruning and removal; not to exceed $10,000.00; (General Fund Impact on an as-needed basis); approved as to form by County Counsel

E. PROBATION

1) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and BI Correctional Services Incorporated for full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders effective July 1, 2023; not to exceed $35,000.00; (No General Fund Impact); approved as to form by County Counsel.

2) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Probation Department and Cordico Psychological Group to provide psychological evaluations on current employees and pre-employment psychological evaluations for individuals as a condition of their employment in Fiscal Year 2023-2024; effective July 1, 2023; amount not to exceed $4,000.00; (No General Fund Impact) approved as to form by County Counsel.

3) Approve and authorize the Chair to ratify and sign a Memorandum of Understanding between the Plumas County Probation Department and the Butte County Probation Department for Juvenile Detention Facility services, effective July 1, 2023; (No General Fund Impact); approved as to form by County Counsel.

F. PUBLIC HEALTH AGENCY

1) Adopt a **RESOLUTION** to accept and approve Grant Agreement Number 23-10335 from the California Department of Public Health, Nutrition Education and Obesity Prevention branch for funding Supplemental Nutrition Assistance Program-Education (SNAP-Ed), in the amount of $584,604.00, term beginning October 1, 2023 and ending September 30, 2026; (No General Fund Impact); approved as to form by County Counsel.

   Adopt **RESOLUTION No. 23-8830** to accept and approve Grant Agreement Number 23-10335 from the California Department of Public Health, Nutrition Education and Obesity Prevention branch for funding Supplemental Nutrition Assistance Program-Education (SNAP-Ed), in the amount of $584,604.00, term beginning October 1, 2023 and ending September 30, 2026.

2) Adopt a **RESOLUTION** to accept and approve Grant Agreement Number 23-10400 from the California Department of Public Health, California Housing Opportunities for Persons With AIDS (HOPWA) Program in the amount of $233,994.00, for Fiscal Years July 1, 2023 through June 30, 2028; (No General Fund Impact); approved as to form by County Counsel.

   Adopt **RESOLUTION No. 23-8831** to accept and approve Grant Agreement Number 23-10400 from the California Department of Public Health, California Housing Opportunities for Persons With AIDS (HOPWA) Program in the amount of $233,994.00, for Fiscal Years July 1, 2023 through June 30, 2028.

3) Approve and authorize the Chair to sign an Agreement between Plumas County Public Health Agency and Anna Hanlon, RDH to provide licensed dental screenings and oral health education at County Schools, Preschools and the Community for fiscal year 2023-2024; not to exceed $24,300.00, ; (No General Fund Impact) ; approved as to form by County Counsel.

4) Approve and authorize the Chair to ratify an Agreement between Plumas County Public Health Agency and Ashley Blesse, RN, to act as medical clinical advisor for Plumas, Sierra and Lassen counties; effective July 1, 2023 through June 30, 2024; not to exceed $15,000.00; (No General Fund Impact); approved as to form by County Counsel.

5) Approve and authorize the Department of Public Health to recruit and fill, funded and allocated; one (1) Extra-help Office Assistant I/II/III or Administrative Assistant I/II position; (No General Fund Impact).

6) Approve and authorize the Department of Public Health to recruit and fill; funded and allocated; vacant one (1) 0.75 FTE Permanent part-time Driver for Senior Services at the Chester site; (General Fund Impact of $9,169.00).

7) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Modoc County Public Health to provide services related to the Ryan White Part B Program for FY 2023-2024; effective April 1, 2023; not to exceed $7,390.00, (No General Fund Impact); approved as to form by County Counsel.

G. SHERIFF'S DEPARTMENT

1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Sheriff's Office and Allied Electronic Monitoring to provide electronic monitoring equipment to monitor inmates on work furlough or on Alternative Custody; effective July 1, 2023; not to exceed $9,999.00; (General Fund Impact of up to $9,999.00); approved as to form by County Counsel.

H. SOCIAL SERVICES

1) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center to provide Home Safe Program services for FY 2023; not to exceed $250,000 (No General Fund Impact); approved as to form by County Counsel.

2) Approve and authorize the Chair to ratify and sign an Agreement between the Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program; effective July 1, 2023; not to exceed $30,000.00 (No General Fund Impact) ; approved as to form by County Counsel.

3) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center, to provide services supporting, and maintaining housing stability; effective July 1, 2023; not to exceed $368,250.00; (No General Fund Impact); approved as to form by County Counsel.

4) Approve and authorize the Chair to sign an Agreement between Plumas County Social Services Department and UBEO West LLC, for a 3-year lease on a photocopier and service agreement: not to exceed $15,000.00 (No General Fund Impact); approved as to form by County Counsel.

I. INFORMATION TECHNOLOGY

1) Approve and authorize the Chair to sign an Agreement between the Plumas County Department of Information Technology and CivicPlus, LLC; to host the county website; effective July 1, 2023; not to exceed $20,000.00; (General Fund Impact of $20,000.00) approved in the FY 2023/2024 Budget; approved as to form by County Counsel.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District.

A. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

1) Adopt a **RESOLUTION** designating the Beckwourth CSA Manager as Beckwourth CSA Agent to execute for or on behalf of Beckwourth CSA, and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program; (No General Fund Impact), approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION (no resolution number required to be produced)** designating the Beckwourth CSA Manager as Beckwourth CSA Agent to execute for or on behalf of Beckwourth CSA, and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. AUDITOR-CONTROLLER - Martee Nieman (Graham)

1) Auditor-Controller update on FY 2021-2022 Audit with Smith & Newell.

Martee Nieman (Graham) provided an update and status on the Fiscal Year 2021/2022 Plumas County Audit.

B. BUILDING DEPARTMENT - Charles White

1) Approve and authorize the Chair to sign an Agreement between Plumas County Building Department and Wheels West, Inc., for the fixed asset purchase of $34,726.69 for a 2021 Ford Bronco Sport, and $37,100.19 for a 2022 Ford Bronco Sport; for a total not to exceed $71,826.88; (General Fund impact of $71,826.88) approved in the FY 2023/2024 budget; approved as to form by County Counsel; discussion and possible action. **Four/ fifths roll call vote**

Motion: Approve and authorize the Chair to sign an Agreement between Plumas County Building Department and Wheels West, Inc., for the fixed asset purchase of $34,726.69 for a 2021 Ford Bronco Sport, and $37,100.19 for a 2022 Ford Bronco Sport; for a total not to exceed $71,826.88, **Four/ fifths roll call vote** , **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. SHERIFF'S OFFICE - Todd Johns

1) Adopt **RESOLUTION** authorizing the Sheriff's application, receipt and disbursement of grant funds in the amount of $283,090 from the Office of Emergency Services for funding the Victim Witness Program for the grant period of 10/01/2023 to 09/30/2024; and authorize the Board Chair to sign Grant Subaward Certification of Assurance of Compliance; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8829** authorizing the Sheriff's application, receipt and disbursement of grant funds in the amount of $283,090 from the Office of Emergency Services for funding the Victim Witness Program for the grant period of 10/01/2023 to 09/30/2024; and authorize the Board Chair to sign Grant Subaward Certification of Assurance of Compliance, **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Approve and authorize the Chair to sign an Agreement between Pumas County Sheriff's Department and Sunridge Systems, (RIMS) using a sole source procurement for the purchase of, and maintenance of, a new records management system for use by the Sheriff's Office; not to exceed $481,207.00 (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign an Agreement between Pumas County Sheriff's Department and Sunridge Systems, (RIMS) using a sole source procurement for the purchase of, and maintenance of, a new records management system for use by the Sheriff's Office; not to exceed $481,207.00, **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. PUBLIC WORKS - John Mannle

1) Approve and authorize the Chair to sign the Chester Transfer Station Property Damage Release Document totaling $64,243.27 (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign the Chester Transfer Station Property Damage Release Document totaling $64,243.27, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works Department and the State of California Department of Transportation to delegate maintenance of two gateway monument signs for the community of Chester; Public Works to be compensated $1,250.00 for each sign Yearly, for a yearly total of $2,500.00; (No General Fund Impact); discussion and possible action.

Motion: Approve and authorize the Chair to sign an Agreement between Plumas County Public Works Department and the State of California Department of Transportation to delegate maintenance of two gateway monument signs for the community of Chester; Public Works to be compensated $1,250.00 for each sign Yearly, for a yearly total of $2,500.00, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. CAO Report

Debra Lucero advised there was no report today, will be submitting written report next meeting.

B. Courthouse Bathroom Repairs, estimated to cost $13,900.00 (General Fund Impact); discussion and possible action.

Motion: Approve Courthouse Bathroom Repairs, estimated to cost $13,900.00 and move forward with repairs, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. Consideration of Engie Feasibility Study; (General Fund Impact) discussion, and possible direction.

Motion: Approve Consideration of Engie Feasibility Study and direct staff to move forward, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. Eastern Plumas Rural Fire Protection District; discussion and staff direction.

Motion: Direct staff to bring this item back with more information in regard to taking over governing responsibilities of the district, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan,

Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

6. BOARD OF SUPERVISORS

A. APPOINTMENTS

1) Appoint Tandy K. Bozeman to the Plumas County Museum Board of Directors for a term of 3 years as recommended; discussion and possible action.

Motion: Appoint Tandy K. Bozeman to the Plumas County Museum Board of Directors for a term of 3 years as recommended, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Deputize or appoint a Clerk of the Board; discussion and possible action.

Motion: Deputize Marcy DeMartile ex officio Clerk of the Board, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

3) Grizzly Lake Community Services District; discussion and possible action

Motion: Postpone Grizzly Lake Community Services District to August 8, 2023 Board of Supervisors Meeting so that County Counsel can provide further review and recommendation, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

4) Adopt **RESOLUTION** to appoint Sharon Sousa Behavioral Health Director effective August 1, 2023; and approve and authorize Chair to sign employment agreement; discussion and possible action **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8836** to appoint Sharon Sousa Behavioral Health Director effective August 1, 2023; and approve and authorize Chair to sign employment agreement, **Roll call vote** , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

5) Appoint Joella Tiradeau to the Eastern Plumas Rural Fire Protection District Board, to form a quorum; discussion and possible action.

Motion: Table item until staff direction from Item 5D is received, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. CORRESPONDENCE

Supervisor Goss received correspondence regarding Dame Shirley Plaza, CalTrans project

Supervisor Hagwood received correspondence regarding Dame Shirley Plaza and Bucks Highlands Road/Public Works

Supervisor Engel received correspondence regarding Dame Shirley Plaza

Supervisor McGowan received correspondence regarding Dame Shirley Plaza

Supervisor Ceresola received correspondence regarding Eastern Plumas Rural Fire Protection District, Road Issues and Dame Shirley Plaza

C. **INFORMATIONAL ANNOUNCEMENTS**
Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Hagwood regarding matters related to County Government and include Lawry House Subcommittee of the Plumas County Museum Association/MOU.

Reported by Supervisor McGowan regarding matters related to County Government and include attendance at the Seneca Hospital Groundbreaking Ceremony, CSAC Supervisors Institute which is a great resource.

Reported by Supervisor Goss regarding matters related to County Government and include attendance at the Employee Appreciation Dinner at Fairgrounds

Supervisor Engel had nothing to report.

Supervisor Ceresola had nothing to report.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000

C. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000

D. 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

E. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC

F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

G. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

H. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9

I. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (5 cases)

J. Conference with Legal Counsel: Claim against the County filed by Justin Alexander Dew, received July 21, 2023.

K. Conference with Legal Counsel: Claim against the County filed by Jam Daffodil Yu, received July 21, 2023.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported that Items 7J - Conference with Legal Counsel: Claim against the County filed by Justin Alexander Dew, received July 21, 2023 and 7K - Conference with Legal Counsel: Claim against the County filed by Jam Daffodil Yu, received July 21, 2023 were rejected by the Board of Supervisors.

8. ADJOURNMENT

Adjourned meeting to Tuesday, August 8, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, Chair 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 8, 2023

STANDING ORDERS

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Greg Hagwood led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were none.

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

Pastor George Tarleton offered a brief prayer for the County.
Deb Hopkins spoke regarding Dame Shirely Plaza.
A member of the audience spoke regarding the Sheriff's Office tactical vehicle in the Fair parade.
Todd Johns responded to the citizen's comments.
Liam Gallagher offered comments regarding Fire Safe Council Program and updates on services.
Clint Koble offerend comments regarding CDBGR Meeting in Greenville.
Deborah Bress spoke regarding Eastern Plumas Rural Fire Protection District.
There were no public comments on zoom or via email.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

Tracey Ferguson, Planning Department - provided updated regarding Airport Land Use Commission, CalTrans Division of Aeronautics and Judicial Council information regarding the proposed sites for the courthouse; provided information regarding securing block grant funds for planning and economic development; Hazard Mitigation Grants; Cares Act application and awards.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Report, update, and discussion on Dixie Fire Collaborative efforts
Clint Koble provided a brief report the roadwork, housing, and Greenville coming alive. Also provided update on internet connectivity.

Laura Wheeler, Executive Director of Indian Valley innovation Hub, gave update on multiple partners coming in with products and sales.

B. US FOREST SERVICE - US FOREST SERVICE

No report provided.

C. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

Debra Lucero provided the Board of Supervisors with a brief update on the Tyler/ Munis migration. Still working on cleaning up error reports.

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

A. AGRICULTURE WEIGHTS & MEASURES

1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Agriculture Weights & Measures Department and the California Department of Food and Agriculture (CDFA), to receive grant funding in the amount of $42,297.00 for ground field work to control and eradicate non-native invasive weeds; (No General Fund Impact); approved as to form by County Counsel.

2) Approve and authorize the Chair to ratify and sign an Agreement between Sierra County Agriculture Weights & Measures Department and the California Department of Food and Agriculture (CDFA), to receive grant funding in the amount of $42,297.00 for ground field work to control and eradicate non-native invasive weeds; (No General Fund Impact); approved as to form by County Counsel

B. PUBLIC HEALTH AGENCY

1) Adopt **RESOLUTION** to authorize the Interim Director of Public Health to sign Grant Agreement Number 22-11321 from the California Department of Public Health, California Public Health Workforce Career Ladder Education and Development Program, in the amount of $50,032.00; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Adopt **RESOLUTION No. 23-8832** to authorize the Interim Director of Public Health to sign Grant Agreement Number 22-11321 from the California Department of Public Health, California Public Health Workforce Career Ladder Education and Development Program, in the amount of $50,032.00.

C. PUBLIC WORKS

1) Approve and authorize Plumas County Public Works / Road Department to recruit and fill, funded and allocated, vacant One (1) FTE Power Equipment Mechanic I/II in the Quincy Maintenance shop; (General Fund Impact) as approved in the FY 23-24 Budget.

D. PROBATION

1) Approve and authorize the Chair to ratify and sign a services agreement between the Plumas County Probation Department and Plumas Rural Services for the Domestic Violence Batterer's Treatment Program. Not to exceed $22,400.00, paid via SB678 funding. (No General Fund Impact) Approved as to form by County Counsel.

2) Approve and authorize the Chair to ratify and sign a services agreement between Plumas Rural Services and the Plumas County Probation Department to facilitate two sixteen-week Cognitive Behavioral Restructuring Groups (CBRG) for up to 12 probation clients per group, not to exceed $15,000, paid via SB678 grant funding, (No General Fund Impact), approved as form by County Counsel.

3) Approve and authorize the Chair to ratify and sign a services agreement between the Plumas County Probation Department and Plumas Rural Services for the Mindful Parenting and Nurturing Parenting Critical Support classes in FY23/24. Amount not to exceed $8,000.00, paid via YOBG Juvenile grant; (No General Fund Impact), approved as to form by county counsel.

4) Approve and authorize the Chair to ratify and sign a services agreement between Plumas County Probation Department and DeMartile Automotive to provide general mechanic services for all cars and trucks for the Plumas County Probation Department. Amount not to exceed $12,000.00, split across all Probation funding sources; (General Fund Impact), approved as to form by County Counsel.

E. HUMAN RESOURCES

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Liebert Cassidy Whitmore (LCW) for special services; effective July 1, 2023; not to exceed $5,660.00; (General Fund Impact) as approved in the FY23/24 Budget; approved as to form by County Counsel.

F. SOCIAL SERVICES

1) Approve and authorize the Chair to ratify and sign an Agreement between the Department of Social Services and the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff; effective July 1, 2023; not to exceed $15,810.00 (No General Fund Impact) as approved in the FY23/24 Budget; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an Agreement between Plumas County Department of Social Services and University of California, Davis contract #EW-2023-26, for professional training services to be provided to Department of Social Services Eligibility and Employment and Training staff; in the amount of $46,750, (General Fund Impact), as approved in the FY23/24 budget, approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. FACILITY SERVICES & AIRPORTS - JD Moore

1) Approve and authorize Chair to sign an Agreement between Plumas County Facility Services & Airports and Heat Transfer Systems, for Heating, Ventilation, and Air Conditioning (HVAC) system replacement at the Museum; not to exceed $39,980.68; (General Fund impact); approved as to form by County Counsel. Discussion and possible action.

Motion: Approve and authorize Agreement between County of Plumas and Heat Transfer Systems. Approve and authorize Chair to sign an Agreement between Plumas County Facility Services & Airports and Heat Transfer Systems, for Heating, Ventilation, and Air Conditioning (HVAC) system replacement at the Museum, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

2) Approve and authorize the Director of Facility Services & Airports to solicit a Request For Qualifications (RFQ) for an Airport Consultant/Engineer to assist with Airport Capital Improvement Projects at Rogers Field, Gansner Field, and Nervino Airport, approved as to form by County Counsel.

Motion: Approve and authorize Director of Facilities to solicite RFQ for Airport Capital Improvement Project, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

B. PROBATION - Keevin Allred

1) Approve and authorize the Chief Probation Officer a fixed asset purchase not to exceed $49,837.93 for a 2023 Ford Explorer XLT-4WD and not to exceed $36,603.28 for a 2023 Ford Escape-AWD, for a total of $86,441.21 from Quincy Auto Company; tentatively approved by the Judicial Council of California's Plumas County Superior Court Representative, funds received through SB678 grant and SB 129 Pretrial funds (No General Fund Impact). Discussion and possible action. **Four/ fifths roll call vote**

Motion: Authorize the Chief Probation Officer a fixed asset purchase not to exceed $49,837.93 for a 2023 Ford Explorer XLT-4WD and not to exceed $36,603.28 for a 2023 Ford Escape-AWD, for a total of $86,441.21 from Quincy Auto Company; tentatively approved by the Judicial Council of California's Plumas County Superior Court Representative, funds received through SB678 grant and SB 129 Pretrial funds, **Action:** Approve,
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

C. PLANNING -

1) Review Plumas County Comment Letter to the State of California Department of Housing and Community Development (HCD) on 2020 CDBG-DR Action Plan (Action Plan Amendment 3) to incorporate 2021 CDBG-DR allocation for areas impacted by 2021 wildfires (FEMA DR-4610); discussion and possible action.

Planning Director Tracey Ferguson will prepare California Department of Housing and Community Development comment letter on Planning letterhead with Chairman Hagwood signature for submission to State on 8/9/2023.

2) Review Plumas County Comment Letter to the Department of Forestry and Fire Protection Office of the State Fire Marshall concerning an additional public comment period (through August 9, 2023) for the regulatory adoption process of the Fire Hazard Severity Zone (FHSZ) map; discussion and possible action.

Motion: Approve and submit State Fire Marshall comment letter for Fire Hazard Severity Zone., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** None.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).
Yes: None.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report.

CAO Debra Lucero provided report on repairs at courthouse; county employee service years; CLA and Special Districts; Granicus report will be forthcoming; economic development fellow process, energy assessment; grants; meetings attended and upcoming budget finalization.

B. Approve and authorize Chair to sign Second Amendment to agreement between Plumas County and Arcadis U.S., Inc. in order to complete Tasks 3 and 4 of the Scope of Work; for an additional $150,000, not to exceed $650,000, (No General Fund Impact) out of the PG&E Disaster Fund; approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign Second Amendment to agreement between Plumas County and Arcadis U.S., Inc. in order to complete Tasks 3 and 4 of the Scope of Work; for an additional $150,000, not to exceed $650,000, (No General Fund Impact) out of the PG&E Disaster Fund; approved as to form by County Counsel. **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor McGowan.
Vote: Motion by split vote (**summary:** Yes = 5 No = 0).
Yes: Supervisor Hagwood, Supervisor Engel, Supervisor Goss, Supervisor Ceresola, Supervisor McGowan.
No: None.

C. Approve and authorize a budget transfer request from Facilities Capital Improvements (acct# 540110) to OHV Trail Grant (acct# 521334) to cover work done in FY 22/23 that will be reimbursed through State of California's Department of Parks and Recreation – Off-Highway Vehicle Grant program; (No General Fund Impact); discussion and possible action.

Motion: Approve and authorize a budget transfer request from Facilities Capital Improvements (acct# 540110) to OHV Trail Grant (acct# 521334) to cover work done in FY 22/23 that will be reimbursed through State of California's Department of Parks and Recreation – Off-Highway Vehicle Grant program; (No General Fund Impact); discussion and possible action. **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Goss.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).
Yes: Supervisor Engel, Supervisor Goss, Supervisor Ceresola, Supervisor McGowan, Supervisor Hagwood.

D. Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant One (1) FTE Clerk of the Board; (General Fund Impact), discussion and possible action.

Motion: Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant One (1) FTE Clerk of the Board; (General Fund Impact), discussion and possible action. **Action:** Approve, **Moved by** Supervisor McGowan, **Seconded by** Supervisor Goss.
Vote: Motion by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor Goss, Supervisor McGowan, Supervisor Ceresola, Supervisor Hagwood.
No: Supervisor Engel.

5. BOARD OF SUPERVISORS

A. TITLE III - SECURE RURAL SCHOOLS APPLICATIONS FOR FUNDING

PUBLIC HEARING: Conduct a public hearing and finalize approval of the following projects, tentatively approved by the Board of Supervisors on June 13, 2023; for 2022-2023 Secure Rural Schools Title III funding. Discussion and possible action. **Four/ fifths roll call vote**

1. Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project ($49,212.02)
2. Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project ($35,000.00)
3. Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project ($45,000.00)
4. Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project ($42,500.00)
5. Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project ($80,000.00)

Motion: Final approval of the following projects, tentatively approved by the Board of Supervisors on June 13, 2023; for 2022-2023 Secure Rural Schools Title III funding.
1. Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project ($49,212.02)
2. Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project ($35,000.00)
3. Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project ($45,000.00)
4. Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project ($42,500.00)
5. Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project ($80,000.00),

Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

B. CORRESPONDENCE

Supervisor Goss received correspondence regarding pavement and landscaping in Greenville; Dame Shirley Plaza; and illegal squatting/camping and current camping ordinance.

Supervisor Hagwood received correspondence regarding Dame Shirley Plaza; Code Enforcement; Lowry House; and Bucks Lake Road paving.

Supervisor Engel received correspondence regarding Dame Shirley Plaza.

Supervisor McGowan received correspondence regarding Dame Shirley Plaza and maintenance of open space.

Supervisor Ceresola received correspondence regarding Dame Shirely Plaza, road repairs and off roads.

C. INFORMATIONAL ANNOUNCEMENTS

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Supervisor Hagwood had no information to report.

Reported by Supervisor McGowan regarding matters related to County Government and include the "Little Dozer That Did" event; housing in Chester; and County needs to manage expectations.

Reported by Supervisor Goss regarding matters related to County Government and include new Post Office in Greenville is going up; also attended "Little Dozer That Did" event in Taylor

Supervisor Engel had no information to report other than his meetings got cancelled.

Supervisor Ceresola had no information to report.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

B. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy

C. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000

D. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000

E. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et

al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC

F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

G. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

H. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3 cases)

I. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported that there was no reportable action taken during the Closed Session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, August 15, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

Dwight Ceresola, Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, Vice Chair, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 15, 2023

STANDING ORDERS

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Greg Hagwood led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

No 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.

Brianna Kohler regarding Chinese cemetery.
Debbie Hopkins regarding Chinese cemetery.
Averil Kimball regarding Dame Shirley Plaza.
Two (2) comments received via email.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

Assessor Cindi Froggatt gave a tax roll summary. Asked by Supervisor Hagwood to come back with formal presentation.
Sheriff Todd Johns gave update on road closures; staffing issues.
Planning Director Tracey Ferguson gave update on Airport Land Use Commission special meeting in regards to potential new courthouse location and State Department Housing Community Action Plan.
Public Health Director Dana Krinsky gave update regarding Covid cases being up and Community Health Plan.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE
Report, update, and discussion on Dixie Fire Collaborative efforts

No report given.

B. US FOREST SERVICE - US FOREST SERVICE
Report and update.

Joe Hoffman, Mt. Hough Ranger District gave update regarding current lightening started fires; planning efforts and projects.

C. MUNIS HR/PAYROLL MODULE UPDATE
Report and update on Pentamation, Tyler/Munis software migration and efforts.

Greg Ellingson gave brief update.

D. PLUMAS COUNTY 2021 WILDFIRES LONG-TERM RECOVERY PLAN.
Public Review Draft Briefing.

Planning Director Tracey Ferguson provided updates regarding meetings in different areas in the County and provided community outreach opportunities.

E. TITLE 25 (LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS)
Status of Ordinance Development under May 10, 2022, Board of Supervisors Direction

Planning Director Tracery Fergson provided updated on Title 25 Ordinance development.

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

A. SOCIAL SERVICES

1) Authorize the Department of Social Services to fill a vacant, funded and budgeted Office Supervisor position as soon as administratively possible.

B. INFORMATION TECHNOLOGY

1) Approve and authorize the Chair to ratify and sign an Agreement and Addendum between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2023; not to exceed $141,434.64 (General Fund impact) increase of $4,435.00 from original approved FY23/24 Budget; approved as to form by County Counsel.

C. PUBLIC HEALTH AGENCY

1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Plumas District Hospital, to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed $29,091.00, no impact to the General Fund; approved as to form by County Counsel.

2) Approve a RESOLUTION authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation; no impact to the General Fund; approved as to form by County Counsel.

Adopt **RESOLUTION 23-8837** authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation.

D. FACILITY SERVICES

1) Approve and Authorize Board Chair to sign an agreement between Facility Services and Silver State Elevator for monthly inspection, maintenance and as-needed repair of County's elevator systems. Contract not to exceed $27,000.00, approved in the FY 2023-2024 budget. Approved as to form by County Counsel. Fiscal impact: annual inspection/maintenance service direct cost to General Fund is $21,840.00; additonal $5,160.00 is for incidental cost and will be used if needed.

E. BUILDING DEPARTMENT

1) Approve and authorize supplemental budget request in the Abandoned Vehicle Abatement increasing revenue account 44671 and expense account 58000 by $6,529 for FY 2022-2023. No impact to the General Fund. Discussion and possible action.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE -

1) Adopt **RESOLUTION** Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of $282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; no impact to General Fund, approved as to form by County Counsel; Roll call vote

   Motion: Adopt **RESOLUTION 23-8834** Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of $282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.
   Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
   Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

2) Adopt **RESOLUTION** Ratifying Sheriff's Application, receipt and disbursement of grant funds in the amount of $131,828 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/23 to 12/31/23; approved as to form by County Counsel; Roll call vote

   Motion: Adopt **RESOLUTION 23-8835** Ratifying Sheriff's Application, receipt and disbursement of grant funds in the amount of $131,828 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/23 to 12/31/23, **Action:** Approve, **Moved by** None, **Seconded by** None.
   Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).
   Yes: None.

3) Agreement for Fiber-optics connectivity on Radio Hill.

Item moved to September 5, 2023 Board of Supervisors Meeting for further discussion and action.

B. PUBLIC WORKS - SOLID WASTE - John Mannle

1) Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of $9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle.

Motion: Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of $9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle., **Action:** Approve, **Moved by** None, **Seconded by** None.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).
Yes: None.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report.

No report.

B. Plumas County Spay/Neuter Feral Cat Project - Approve and authorize the Board to allocate $10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville.

Motion: Approve and authorize the Board to allocate $10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.
No: Supervisor - District 5 Engel.

C. Budget Process, Fiscal & Working Conditions Update

CAO Debra Lucero gave presentation on Budget Process, Fiscal & working conditions of the county.

5. BOARD OF SUPERVISORS

A. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 12, 2023; discussion and possible action.

Motion: Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 12, 2023; discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** None.
Vote: Motion by split vote (**summary:** Yes = 0 No = 0 Abstain = 1).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.
No: None. **Abstain**: District 5 Engel

B. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on October 11, 2023; discussion and possible action.

Motion: Ratify Resolutions 21-8601 and 23-8605 Proclamations due to fires Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on October 11, 2023; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.
No: None. **Abstain**: District 5 Engel

C. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on October 11, 2023; discussion and possible action.

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on October 11, 2023; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.
No: None. **Abstain:** District 5 Engle

D. APPOINTMENTS

There were no appointments made.

E. CORRESPONDENCE

Supervisor Goss received correspondence regarding Maui disaster.

Supervisor Hagwood did not receive any correspondence.

Supervisor Engel did not receive any correspondence.

Supervisor McGowan did not receive any correspondence.

Supervisor Ceresola did not receive any correspondence.

F. INFORMATIONAL ANNOUNCEMENTS

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Supervisor Hagwood had no meetings or events to report.

Reported by Supervisor McGowan regarding matters related to County Government and include that he attended the Lafco meeting on 8/14/2023.

Supervisor Goss had no meetings or events to report.

Supervisor Engel was not present for this item on the agenda.

Supervisor Ceresola had no meetings or events to report.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

B. Conference with real property negotiator, regarding Plumas County Properties, Assessor's Parcel Nos. 117-350-43; 117-350-44; 117-350-46; 117-350-47; 117-350- 48; 117-350-49; 117- 350-50; 116-310-01; 117-140-26

C. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy

D. Conference with real property negotiator, regarding facilities: APN 115-023-019, 455 Main Street, Quincy

E. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000

F. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000

G. Conference with real property negotiator regarding facilities: Forest Lodge, LLC, 240 Greenville Wolf Creek Road, APN 110-230-003-000

H. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

I. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)

J. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC

K. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

L. Conference regarding real property located at 526 Dame Shirley Lane, Quincy, APN 115-053-001; 115-053-002; 115-053-003; 115-053-004, 115-053-005; 115-053-006.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Hagwood advised that there was no reportable action taken during Closed Session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, September 5, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Robert McAdams, Department Fiscal Officer II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Frasure & Son Carpet Cleaning** for custodial services and rental management services for county facilities in Portola**; effective October 1, 2023; not to exceed $31,400.00; (General Fund Impact); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Board Chair to sign agreement between Facility Services and Frasure & Son Carpet Cleaning for custodial services and rental management services for county facilities in Portola.

Background and Discussion:
Frasure & Son Carpet Cleaning provides custodial services to the Portola Memorial Hall, Portola Library, and Portola Sheriff Substation. They also provide a rental management service for the general public to conveniently rent the Portola Memorial Hall. The $5,000 for incidental use can be used for, but is not limited to, additional cleaning and emergency cleaning outside the contractual scope of work.

Action:

Approve and authorize Board Chair to sign agreement between Facility Services and Frasure & Son Carpet Cleaning for custodial services and rental management services for county facilities in Portola.

Fiscal Impact:

Vendor will be paid $26,400 annually / $2,200 per month from General Fund for the services listed in the contract. The additional $5,000 in the contract is for as-needed services as requested by Facility Services. Any incidental services used will be paid by invoicing the county for service and will be paid by the General Fund.

Attachments:
1. Frasure & Son Carpet Cleaning

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services & Airports** (hereinafter referred to as "County"), and **David Frasure**, a **sole proprietor doing business as Frasure & Son Carpet Cleaning** [Form of Entity, e.g., "a California corporation" or "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 **Thirty One Thousand Four Hundred dollars and 00/100** ($31,400.00).

3. Term. The term of this agreement shall be from **October 1, 2023 through September 30, 2024** unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. **In particular, Contractor represents that it holds a current and active registration for Janitorial Service Providers with the California Department of Industrial Relations, No. JS-LR-1000592030.**

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Facility Services & Airports
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: JD Moore, Director

Contractor:

Frasure & Son Carpet Cleaning
PO Box 1116
Portola CA 96122
Attention: David Frasure, Owner

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

    a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

    b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

    c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

    d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

David Frasure, a sole proprietor dba Frasure & Son Carpet Cleaning

By:_____
Name: David Frasure
Title: Owner
Date signed:

COUNTY:
County of Plumas, a political subdivision of the State of California

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Kristina Rogers
Title: Deputy Clerk of the Board
Date signed:

Approved as to form:

_____ 8/21/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide professional cleaning services for the County of Plumas at the **Portola Library, Portola Sheriff Substation, Portola Memorial Hall, and Portola Memorial Hall Rental Management**. Specific services required and the frequency with which the services are to be provided varies by location and is specified in the attached Exhibit B - Schedule of Services. The following outlines the minimum requirements expected to be performed by the contractor.

   A. Services Required (not all surface/material types apply – verify conditions for each building)

      2. Daily Restroom Services

         a. Clean and sanitize all sinks, toilets, counter tops and mirrors
         b. Polish all chrome and hardware
         c. Wash and disinfect all floors, strip and wax linoleum floors as necessary
         d. Wash all walls and partitions
         e. Empty waste receptacles
         f. Replenish all paper & soap dispensers to full

      3. Monthly Restroom Services

         a. Clean all ceiling and wall mounted HVAC vents
         b. De-scale toilets, urinals and faucets
         c. Wash all walls and toilet partitions

      4. Daily Office/Common Room Services/Entrance Lobby

         a. Vacuum carpeted areas thoroughly
         b. Disinfect countertops and polish table tops
         c. Dust cases, pictures, ledges and fire extinguishers
         d. Wet mop all floors, strip and wax linoleum as necessary
         e. Clean, sanitize and polish drinking fountains
         f. Wet wipe handrails, spindles and handrail base
         g. Empty waste receptacles
         h. Remove all cobwebs
         i. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
         j. Sweep entrances and clean entrance mats
         k. Clean all glass entrance and interior doors
         l. Clean/wipe/polish stairwells, balconies, ledges, handrails, spindles and handrail base

5. Monthly Office/Common Room Services

   a. Spot clean walls
   b. Clean window sills and ledges
   c. Clean all ceiling and wall mounted HVAC vents
   d. Wet wipe doors
   e. Spot clean carpets
   f. Dust blinds
   g. Dust cabinet above cubicles

5. Annual Cleaning

   a. Interior and exterior window glass washing
   b. Carpet cleaning and shampooing
   c. Restore/Cut Polish marble floors, stairs wainscoting

B. Scheduling of Work

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments listed in the attached **Exhibit B – Schedule of Services**. All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

C. Contractor shall attend a monthly meeting, with tenant representatives to discuss areas of concern including security, confidentiality, and quality of service. The Contractor will be informed in advance of the date, time, and location of the meeting.

D. Other specifications

   a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contactor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

   b. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Janitorial service workers shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.

c. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The background check must include at a minimum an investigation of whether the employee has a record of criminal activity. Contractor is responsible for requiring each of contractor's employees that perform work under this contract to sign the confidentiality statement attached hereto as **Exhibit D**. Evidence of the background check and copies of the signed confidentiality statements shall be submitted to the County for each employee prior to that employee performing work under this contract. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.

d. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.

e. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.

    i. Contractor is encouraged to use cleaning products that have been certified by Green Seal or the Environmental Protection Agency's Design for the Environment (DfE) program. The County will provide a list of suggested products and, if requested by the contractor, suggested vendors from which the products may be obtained.

    ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

2. **General Services***

A. Miscellaneous tasks at County-owned Portola Facilities as requested by Facility Services with the Contractor confirming they are willing and able to perform requested tasks. Contractor is under no obligation to perform such tasks requested by Facility Services but will try to assist and support the department if and when they are able to with, but not limited to, the following: emergency repairs and/or investigation, exterior/interior lightbulb replacement, restroom maintenance outside the scope of the custodial contract, etc.

EXHIBIT B

Schedule of Services

Portola Memorial Hall Rental Management

A. Handle all aspects of managing the rental of the Portola Memorial Hall to include, but not limited to:
   - Responding to information requests regarding renting the facility
   - Maintaining a calendar and scheduling events
   - Collecting applications, rental fees, and cleaning/security deposits
   - Mailing applications and payments to Facility Services at 198 Andy's Way, Quincy CA 95971
   - Key dispersal/collection
   - Post-event inspection with regard to the cleaning deposit refund
   - Reporting rental issues to the Department of Facility Services

	Library/Substation	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Other
	Restrooms –		X		X		X		
	Trash		X		X		X		
	Lobby Stairs/Handrail/Balconies		X		X		X		
	Front Counters		X		X		X		
	Vacuum Carpets		X		X		X		
	Dust All Ledges & Surfaces		X		X		X		
	Mop Floors		X		X		X		
	Entry/Lobby		X		X		X		
	Wash Windows								6 months
	Shampoo Carpets								Annually

	Portola Memorial Hall	**Mon**	**Tues**	**Wed**	**Thurs**	**Fri**	**Sat**	**Sun**	**Other**
	Restrooms –	X			X				
	Trash	X			X				
	Lobby Stairs/Handrail/Balconies	X			X				
	Front Counters	X			X				
	Vacuum Carpets	X			X				
	Dust All Ledges & Surfaces	X			X				
	Mop Floors	X			X				
	Entry/Lobby	X			X				
	Wash Windows								6 months

EXHIBIT C

Fee Schedule

ANNUAL FEE SCHEDULE

Facility	Monthly Fee	Total
Portola Library/Sheriff Substation	$1,200.00	$14,400.00
Portola Memorial Hall	$700.00	$8,400.00
Portola Hall Rental Management	$300.00	$3,600.00
General Services*	As needed invoiced at $50/hour	$5,000.00

- Contractor will submit invoices for General Services* provided.
    - Invoices to be paid Net 30
- For all facilities, payment will be made by the County in accordance with the Auditor's Office schedule for issuing recurring, monthly vendor payments.

EXHIBIT B

Confidentiality Agreement

Exhibit D
Confidentiality Agreement

CONFIDENTIALITY AGREEMENT FOR CONTRACTORS

Background
The County of Plumas relies on independent contractors to perform a variety of services in the interiors of County buildings. Employees of these contractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County.

Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by contractors and their employees to be confidential. An exception is when the documents are provided to the contractor by the County for a specific purpose related to the subject contract.

Confidentiality Agreement

I, David Frasure acknowledge and understand that any and all documents that I or my employees may see or otherwise come in contact with during my work on premises owned and/or occupied by the County of Plumas in the course of performing contracted services, are to be considered confidential and not to be discussed by me or my employees with any other person. I further agree that I will not read, sort, move or take away any documents from the premises. I understand that this statement does not apply to documents containing work instructions or other information that is directly related to the work that I am performing for the County.

_____
Signature

_____
Date

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Robert McAdams, Department Fiscal Officer II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Board Chair to sign agreement between Facility Services and KJ's Cleaning Service for custodial services and rental management services for county facilities in Chester; effective October 1, 2023; contract not to exceed $40,730.00; General Fund Impact; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Board Chair to sign agreement between Facility Services and KJ's Cleaning Service for custodial services and rental management services for county facilities in Chester.

Background and Discussion:

KJ's Cleaning Service provides custodial services for the Almanor Rec Center, Chester Memorial Hall, Chester Library, Chester Complex, Chester Park, and Chester Snow Park. They also provide a rental management service for the general public to conveniently rent the Almanor Rec Center, Chester Memorial Hall, and Chester Park. The $5,000 for incidental use can be used for, but is not limited to, shoveling snow from walkways around supported facilities, clearing propane tanks of snow, and miscellaneous tasks such as emergency repairs and/or investigation, lightbulb replacement, and any tasks outside the scope of the janitorial contract.

Action:

Approve and authorize Board Chair to sign agreement between Facility Services and KJ's Cleaning Service for custodial services and rental management services for county facilities in Chester.

Fiscal Impact:

Vendor will be paid $35,730.00 annually / $3,285 per month when Chester Park is open and $2,670 per month when Chester Park is closed. The additional $5,000.00 in the contract is for as-needed services as requested by Facility Services. Any incidental services used will be paid by invoicing the county for services and will be paid by the General Fund. This has been approved and is listed in the FY23/24 budget.

Attachments:

1. KJ's Cleaning Service

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services & Airports** (hereinafter referred to as "County"), and **Kim Lund, a sole proprietor doing business as KJ's Cleaning Service** (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 **Forty Thousand Seven Hundred Thirty dollars and 00/100** ($40,730.00).

3. Term. The term of this agreement shall be from **October 1, 2023 through September 30, 2024** unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and

obligations under this Agreement. **In particular, Contractor represents that it holds a current and active registration for Janitorial Service Providers with the California Department of Industrial Relations, No. JS-LR-000020683.**

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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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.

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County:

Facility Services & Airports
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: JD Moore, Director

Contractor:

KJ's Cleaning Service
PO Box 426
Chester CA 96020
Attention: Kim Lund, Owner

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Kim Lund, a sole proprietor dba KJ's Cleaning Services

By:_____
Name: Kim Lund
Title: Owner
Date signed:

COUNTY:
County of Plumas, a political subdivision of the State of California

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Kristina Rogers
Title: Deputy Clerk of the Board
Date signed:

Approved as to form:

_____ 8/22/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide professional cleaning services for the County of Plumas at the **Chester Memorial Hall, Almanor Rec Center, Chester Park, Chester Library, Chester Complex, Chester Snow Park, and Chester Facility Rental Management**. Specific services required and the frequency with which the services are to be provided varies by location and is specified in the attached Exhibit B - Schedule of Services. The following outlines the minimum requirements expected to be performed by the contractor.

   A. Services Required (not all surface/material types apply – verify conditions for each building)

      1. Daily Restroom Services

         a. Clean and sanitize all sinks, toilets, counter tops and mirrors
         b. Polish all chrome and hardware
         c. Wash and disinfect all floors, strip and wax linoleum floors as necessary
         d. Wash all walls and partitions
         e. Empty waste receptacles
         f. Replenish all paper & soap dispensers to full

      2. Monthly Restroom Services

         a. Clean all ceiling and wall mounted HVAC vents
         b. De-scale toilets, urinals and faucets
         c. Wash all walls and toilet partitions

      3. Daily Office/Common Room Services/Entrance Lobby

         a. Vacuum carpeted areas thoroughly
         b. Disinfect countertops and polish table tops
         c. Dust cases, pictures, ledges and fire extinguishers
         d. Wet mop all floors, strip and wax linoleum as necessary
         e. Clean, sanitize and polish drinking fountains
         f. Wet wipe handrails, spindles and handrail base
         g. Empty waste receptacles
         h. Remove all cobwebs
         i. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
         j. Sweep entrances and clean entrance mats
         k. Clean all glass entrance and interior doors
         l. Clean/wipe/polish stairwells, balconies, ledges, handrails, spindles and handrail base

4. Monthly Office/Common Room Services

   a. Spot clean walls
   b. Clean window sills and ledges
   c. Clean all ceiling and wall mounted HVAC vents
   d. Wet wipe doors
   e. Spot clean carpets
   f. Dust blinds
   g. Dust cabinet above cubicles

5. Annual Cleaning

   a. Interior and exterior window glass washing
   b. Carpet cleaning and shampooing
   c. Restore/Cut Polish marble floors, stairs wainscoting

B. Scheduling of Work

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments as listed in the attached **Exhibit B – Schedule of Services**. All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

C. Contractor shall attend a monthly meeting, with tenant representatives to discuss areas of concern including security, confidentiality, and quality of service. The Contractor will be informed in advance of the date, time, and location of the meeting.

D. Other specifications

   a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contactor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

1. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Janitorial service workers shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.

   b. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The background check must include at a minimum an investigation of whether

the employee has a record of criminal activity. Contractor is responsible for requiring each of contractor's employees that perform work under this contract to sign the confidentiality statement attached hereto as Exhibit D. Evidence of the background check and copies of the signed confidentiality statements shall be submitted to the County for each employee prior to that employee performing work under this contract. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.

c. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.

d. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.

    i. Contractor is encouraged to use cleaning products that have been certified by Green Seal or the Environmental Protection Agency's Design for the Environment (DfE) program.

    ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

2. **General Services***

A. Snow and ice removal from walkways, stairs, ramps, trash bins, and entrances at County-owned Chester facilities to include: Almanor Rec Center, Chester Memorial Hall, Chester Court Complex, and the Chester Public Library

B. Miscellaneous tasks at County-owned Chester Facilities as requested by Facility Services to assist and support the department with emergency repairs and/or investigation, exterior/interior lightbulb replacement, restroom maintenance outside the scope of the janitorial contract, water controls at the Chester Park, etc.

EXHIBIT B

Fee Schedule

Chester Facility Rental Management

A. Handle all aspects of managing the rental of Chester Park, Chester Memorial Hall, and the Almanor Rec Center to include, but not limited to:
   - Responding to information requests regarding renting the facilities
   - Scheduling events
   - Collecting applications, rents, and cleaning deposits
   - Mailing applications and payments to the Facility Services Department office at 198 Andy's Way, Quincy CA 95971
   - Key dispersal/collection
   - Post-event inspection with regard to the cleaning deposit refund
   - Reporting any issues to the Department of Facility Services

	3X WEEKLY	Annual	6 Mos
Chester Park (6 mos), Chester Complex, Chester Library			
Restrooms – All Floors	X		
Trash	X		
Lobby Stairs/Handrail/Balconies	X		
Office counters	X		
Vacuum carpets	X		
Dust all ledges & surfaces	X		
Mop floors	X		
Entry/Lobby	X		
Wax/Seal floor		X	
Clean glass entry doors	X		
Wash Int/Ext window glass			X
Shampoo carpets			X

***Chester Park is only open for 6 months each year: 4/15 – 10/15**

	Weekly	Annual	6 Mos
Chester Memorial Hall Almanor Rec Center			
Restrooms – All Floors	X		
Trash	X		
Lobby Stairs/Handrail/Balconies	X		
Office counters	X		
Vacuum carpets	X		
Dust all ledges & surfaces	X		
Mop floors	X		
Entry/Lobby	X		
Wax/Seal floor		X	
Clean glass entry doors	X		
Wash Int/Ext window glass			X
Shampoo carpets			

	2X Weekly	Annual	6 Mos
Chester Snow Park			
Restrooms – All Floors	X		
Trash	X		
Lobby Stairs/Handrail/Balconies			
Office counters			
Vacuum carpets			
Clean all ledges & surfaces	X		
Mop floors	X		
Entry/Lobby			
Polish wood			
Wax/Seal floor			
Clean glass entry doors			
Polish brass			
Wash Int/Ext window glass	X		
Shampoo carpets			

EXHIBIT C

Fee Schedule

ANNUAL FEE SCHEDULE

Facility	Monthly Fee	Total
Chester Snow Park	320.00	3840.00
Chester Memorial Hall Almanor Rec Center Chester Complex Chester Library Chester Park	360.00 365.00 575.00 575.00 615.00 (x6 mos)	26,190.00
Chester Facility Rental Management	475.00	5,700.00
General Services*	As needed	5,000.00

- Contractor will submit invoices for General Services* provided.
  - Invoices to be paid Net 30.
- For all other facilities, payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing vendor payments.

Exhibit D
Confidentiality Agreement

CONFIDENTIALITY AGREEMENT FOR CONTRACTORS

Background

The County of Plumas relies on independent contractors to perform a variety of services in the interiors of County buildings. Employees of these contractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County.

Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by contractors and their employees to be confidential. An exception is when the documents are provided to the contractor by the County for a specific purpose related to the subject contract.

Confidentiality Agreement

I, Kim Lund acknowledge and understand that any and all documents that I or my employees may see or otherwise come in contact with during my work on premises owned and/or occupied by the County of Plumas in the course of performing contracted services, are to be considered confidential and not to be discussed by me or my employees with any other person. I further agree that I will not read, sort, move or take away any documents from the premises. I understand that this statement does not apply to documents containing work instructions or other information that is directly related to the work that I am performing for the County.

_____
Signature

_____
Date

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Robert McAdams, Department Fiscal Officer II**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and** Environmental Systems, Inc. (ESI) for software that operates the HVAC system for county facilities and the county's swipe card security system for the Courthouse and Courthouse Annex**; effective July 1, 2023; not to exceed $1,290.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.**

Recommendation:

Authorize and approve Board Chair to sign and ratify software license renewal between Facility Services and Environmental Systems, Inc. for software that operates county's HVAC system for county facilities and the county's swipe card security system and the Courthouse and Courthouse Annex.

Background and Discussion:

ESI provides the county with access to software that controls the county's HVAC systems for many county facilities throughout the county. This same software also controls the security access swipe cards for the Courthouse and the Courthouse Annex.

Action:

Authorize and approve Board Chair to sign and ratify software license renewal between Facility Services and Environmental Services, Inc. for software that operates county's HVAC system for county facilities and the county's swipe card security system and the Courthouse and Courthouse Annex

Fiscal Impact:

Vendor will receive a one-time payment of $1,290.00 from General Fund which will cover the license to use the software for the entire FY23/24. This amount has been approved and is listed in the FY23/24 budget.

Attachments:

1. ESI License Renewal

MASTER PURCHASE AGREEMENT
COUNTY OF PLUMAS

Date: 8/21/23

Vendor: Environmental Systems, Inc.
4219 South Market Ct., Ste. H
Sacramento CA 95834

Tel: 916-344-1711

County: County of Plumas
Department of Facility Services
198 Andy's Way
Quincy CA 95971

Tel: 530-283-6299

Description: Purchase of software license renewal for HVAC and swipe card system as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed $ One thousand two hundred ninety 00/100 Dollars ($ 1290.00)

Term: Agreement shall commence on 7/1/23 and shall terminate on 6/30/24 unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Retail Sales Contract which is attached hereto as Exhibit B and incorporated herein by this reference.

VENDOR:

By:_____
Name: Eugene Enfantino
Title: CFO
Date Signed:

By:_____
Name Vincent Enfantino
Title: CEO
Date Signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Name: Greg Hagwood
Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Kristina Rogers
Deputy Clerk of the Board
Date Signed:

Approved as to form:

Joshua Brechtel
Deputy County Counsel

environmental systems inc.

Delta CONTROLS

PROPOSAL

Plumas County
198 Andy's Way
Quincy, CA 95971

May 18, 2023

Re: Delta Controls enteliWEB License Renewal

enteliWEB License Renewal Executive Summary:

Environmental Systems, Inc. is pleased to provide this proposal to renew the enteliWEB software at Plumas County. The enteliWEB license renewal will bring your subscription current for one full year. It will also entitle you to new software version builds and upgrades throughout the year (excluding labor), as well as the following scope of work:

- One-year enteliWEB license renewal
- Backup of enteliWEB database configuration prior to upgrade
- Upgrade and setup labor (to be completed remotely)
- Backup of enteliWEB database configuration after upgrade
- Backup of controller databases
- Subscription duration will be from 7/01/2023 through 6/30/2024

Clarifications:

- All work is to be performed during normal ESI business hours, unless otherwise approved for additional cost. Standard labor rate will be $175/hr. Overtime, weekend and/or holiday work is not included.
- Work will be performed remotely. This proposal is based on having remote access to the client's Delta Controls system.

Exclusions:

- Provision for work, testing, or inspection outside of the scope of work as listed above.
- Onsite testing or training.
- Internet fees
- Labor required to install and test future software version builds and upgrades.

Price for above listed scope: $1,290.00

environmental systems inc.

Delta CONTROLS

PROPOSAL

Plumas County
198 Andy's Way
Quincy, CA 95971

May 18, 2023

Re: Delta Controls enteliWEB License Renewal

Thank you for the opportunity to provide pricing for this project. The above referenced price will be held firm for a period of thirty **(30)** days from the date of this proposal. This proposal is subject to ESI standard terms and conditions. Thank you for your time and consideration in working with Environmental Systems, Inc.

Respectfully,
Environmental Systems, Inc.

Kevin Hayes

Acceptance:
By accepting this agreement, the customer understands the services Environmental Systems, Inc. shall provide. The services, scope of work and above-mentioned task shall commence on acceptance date, or upon prior agreed upon date.

Company:	Environmental Systems, Inc.:
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

environmental systems inc.

Delta CONTROLS

PROPOSAL

Plumas County
198 Andy's Way
Quincy, CA 95971

May 18, 2023

Re: Delta Controls enteliWEB License Renewal

Environmental Systems Inc. – General Terms and Conditions

SECTION 1. ENTIRE AGREEMENT. The proposal on page 1, and these General Terms and Conditions represents the entire agreement. Owner may issue a Purchase order for accounting purposes, but these General terms and conditions will prevail.

SECTION 2: PAYMENT TERMS: Owner agrees to pay Environmental Systems Inc as follows: (A) 10% down payment upon acceptance of proposal and balance upon completion of project. (B) Any other payment terms must be mutually agreed to in writing between Owner and Environmental Systems Inc. (C) In addition to the above payment terms, Owner will provide Environmental Systems Inc the proper information to allow Environmental Systems Inc to file a preliminary Lien Notice on the property owner where the work is being performed prior to commencement of any work.

SECTION 3. CHANGES IN WORK. Contractor shall not be required to make any changes in the work without a mutually agreed to written change order authorization which includes the new scope of work and agreed to price. If Owner provides verbal direction, Owner agrees to follow up in writing within 5 days, but in no event shall verbal direction preclude Environmental Systems Inc from being reimbursed for the change order work. Written changes will not be required if Contractor acts in response to an emergency situation.

SECTION 4. CLAIMS. If any dispute shall arise between Owner and Contractor regarding performance of the work, or any alleged change in the work, Contractor may perform the disputed work and shall submit a notice of a claim for additional compensation for the work within ten (10) days after commencement of the disputed work. Any and all claims shall first be addressed in an Owner/Contractor meeting for resolution. If that is unsuccessful, Contractor may request and Owner agrees to binding arbitration.

SECTION 5. GUARANTEE. Environmental Systems Inc guarantees and warrants all materials and workmanship and agrees to replace at his sole cost and expense any and all materials adjudged defective or damaged from said installation during a period of either (A) 30 days for repair work or (B) one year from completion for installation of new equipment. These specifications shall control unless a greater period of guarantee is provided by Equipment or material manufacturers.

SECTION 6. INSURANCE. Environmental Systems Inc shall, at its expense, procure and maintain insurance on all of its operations. The following limits will be considered acceptable insurance requirements on all projects.
a. Workers Compensation and Employer's Liability insurance; amounts as required by statute.
b. Comprehensive General Liability or Commercial General Liability insurance covering all operations: $1,000,000.00
c. Automobile Liability insurance, including coverage for allow owned, hired and non-owned automobiles: $1,000,000.00
All insurance coverage's shall be in amounts and for duration of the project.

SECTION 7. INDEPENDENT CONTRACTOR. Environmental Systems Inc is an independent contractor and not an agent for Owner

SECTION 8. ASBESTOS. Contractor agrees to stop work immediately and notify Owner should asbestos or asbestos related products be discovered during the course of construction. Work will continue only after the asbestos hazard has been abated by Owner and the Owner has authorized work to be restarted. Any such Asbestos remediation is not included in this contract.

SECTION 9. SEVERABILITY. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is deemed invalid or unenforceable, then such provision shall be modified to the minimum extent necessary to make it or its application valid or enforceable, and the validity and enforceability of all other provisions of this agreement, and all other applications of such provisions, shall not be affected.

SECTION 10. JURISDICTION AND VENUE. Contractor and Owner agree that this contract shall be construed in accordance with, and governed by, the laws of the State of California. The jurisdiction and venue for any dispute arising from this contract shall be Santa Clara County, California.

SECTION 11. ATTORNEYS FEES. If any action is commenced between the parties hereto concerning the project or enforcement of this Agreement, the prevailing party in such litigation shall be entitled to, in addition to such other relief as may be granted, court costs, legal expenses, and reasonable attorneys' fees.

CONTRACTORS ARE REQUIRED, BY LAW, TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 94826.

Signature _____ Date _____

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Bob's Janitorial for janitorial services at the Public Works Headquarters Building; effective July 1, 2023; not to exceed $23,400.00; (General Fund Impact) as approved in FY23/24 budget.**

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a services agreement with Bob's Janitorial in the amount of Twenty-Three Thousand Four Hundred Dollars and 00/100 ($23,400.00) retroactive to August 1, 2023.

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to have its headquarters building cleaned on a regular basis. Commencing August 2011, the Department signed a contract with Bob's Janitorial to provide cleaning of its headquarters facility. This contract has expired and the Department recently went out to bid for future janitorial services. One bid was received, from Bob's Janitorial.

The anticipated cost of the cleaning contract, following staff reviews of the submitted bid received on July 28, 2023 is not expected to exceed $23,400 for the term of the contract, set to expire on June 30, 2026 as outlined in the attached purchase agreement.

The attached purchase agreement has been reviewed by County Counsel.

Funding for this purchase agreement is included in the FY23/24 Budget to be adopted by the Board of Supervisors in September 2023.

Action:

Award a Service Agreement Purchase Agreement for Facilities Maintenance for the Public Works Headquarters Building with Bob's Janitorial, in the amount of Twenty-Three Thousand Four Hundred Dollars and 00/100 ($23,400.00) retroactive to July 1, 2023.

Fiscal Impact:

General Fund Impact - as approved in FY23/24 Budget

Attachments:

1. Bob's Janitorial Contract

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Public Works (hereinafter referred to as "County"), and Tim Ringo, a sole proprietor doing business as Bob's Janitorial Service (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Three Thousand Four Hundred Dollars and 00/100 ($23,400.00).

3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2026, unless terminated earlier as provided herein.

   County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from [date of start of contract] to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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:

Department of Public Works
County of Plumas
1834 E. Main Street
Quincy, CA 95971
Attention: Damien Frank

Contractor:

Bob's Janitorial Service
135 Railway Ave.
Quincy, CA 95971
Attention: Tim Ringo

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Tim Ringo, a sole proprietor DBA Bob's Janitorial

By: _____
Name: Tim Ringo
Title: owner
Date signed: 8-22-23

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: John Mannle
Title: Public Works Director
Date signed:

By: _____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Name:
Title: Clerk of the Board
Date signed:

APPROVED AS TO FORM:

_____
Deputy County Counsel

Exhibit A

Schedule of Services - Scope of Work

Contractor shall provide professional cleaning services for the County of Plumas at the Public Works Main Building (1834 E Main St). Specific services required and the frequency with which the services are to be provided is specified in the below schedule of services. The following outlines the minimum requirements expected to be performed by the contractor.

A. Services Required

1. Weekly Restroom Services

   a. Clean and sanitize all sinks, toilets, counter tops and mirrors
   b. Clean all chrome and hardware
   c. Wash all walls and partitions to a no streak appearance in immediate area of toilets
   d. Empty waste receptacles
   e. Replenish all paper & soap dispensers to full (County supplies paper goods)

2. Monthly Restroom Services

   a. De-scale toilets, urinals and faucets
   b. Clean all walls and toilet partitions

3. Weekly Office / Conference Room / Entrance Lobby / Kitchen

   a. Sweep floors thoroughly
   b. Clean and sanitize drinking fountains
   c. Wet wipe handrails, spindles and handrail bases
   d. Empty waste receptacles
   e. Remove all cobwebs
   f. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
   g. Sweep entrances and clean floor mats
   h. Clean all glass entrance and interior doors

4. Monthly Office/Conference Room/Entrance Lobby/Kitchen

   a. Wash and disinfect all floors to a clean, sanitary lustrous appearance, strip and wax linoleum floors as necessary to maintain in that condition for the duration of the contract
   b. Spot clean walls
   c. Clean window sills and ledges
   d. Dust blinds
   e. Dust cabinets
   f. Disinfect public countertops and clean tabletops to a streak free appearance
   g. Dust cases, pictures, ledges and fire extinguishers
   h. Wet mop all floors to a lustrous appearance

5. Semi-Annual Cleaning (During May.and October)

   a. Interior and exterior window glass washing
   b. Strip and wax linoleum as necessary to maintain floor
   c. Clean all ceiling and wall mounted HVAC vents
   d. Clean all doors

B. Scheduling of Work

All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

A. Other specifications

a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contactor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

b. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards.

c. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The background check must include at a minimum an investigation of whether the employee has a record of criminal activity. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.

d. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.

e. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.

    i. Contractor is encouraged to use cleaning products that have been certified by Cleen Seal or the Environmental Protection Agency's Design for the Environment (DIE) program.

    ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

EXHIBIT B

Fee Schedule

A. Contractor will submit a monthly invoice for which services are provided. Payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing vendor payments.

B. As compensation for this service, Contractor shall be paid in the amount of Six Hundred Fifty Dollars and No Cents ($650.00) per month by the County. Payment shall be made to Contractor within 30 days of receipt of invoice by the County

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Planning & Building Services and** Smile Business Products, Inc. for the lease and maintenance of two copiers**; effective September 1, 2023 through November 30, 2026; not to exceed $50,000.00; (General Fund Impact); approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Chair to sign Services Agreement between Planning & Building Services and Smile Business Products, Inc., not to exceed $50,000, beginning September 1, 2023, for a period of thirty-nine (39) months, ending November 30, 2026; approved as to form by County Counsel.

Background and Discussion:

Planning & Building Services (i.e., Planning Department and Building Department) has an existing lease (Services Agreement) for two copiers with Smile Business Products, Inc. dated May 15, 2015. This lease expired on May 15, 2020, and has continued post-expiration, on a quarter-to-quarter basis, with no increase in the rate per copy. At this time, the two copiers have aged and are in need of replacement. The new Services Agreement will cover the lease and maintenance of two new copiers at a minimum rate of $636.40 per month, plus taxes and overages, not to exceed $50,000 over the 39-month term of the lease. Note, the lease will automatically renew on an annual basis at the end of the 39-month term.

Action:

Approve and authorize the Chair to sign Services Agreement between Planning & Building Services and Smile Business Products, Inc., not to exceed $50,000, beginning September 1, 2023, for a period of thirty-nine (39) months, ending November 30, 2026; approved as to form by County Counsel.

Fiscal Impact:

The Planning Department and Building Department are general fund departments and the cost of the copier lease is/will be assumed under the FY23/24, FY24/25, and FY25/26 department budgets.

Attachments:

1. PlanningBuilding_Smile_ServicesAgreement_Sept2023

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 **Planning & Building Services Department** (hereinafter referred to as "County"), and **Smile Business Products, Inc.,** a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibits A, C, and D, 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, C and D, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **fifty thousand dollars** ($50,000).

3. Term. The term of this agreement shall be from **September 1, 2023,** through **November 30, 2026**, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from September 1, 2023, to the date of approval of this Agreement by the Board of Supervisors

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to 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:

Planning & Building Services
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Charles White or Tracey Ferguson

Contractor:

Smile Business Products, Inc.
4525 Auburn Blvd.
Sacramento, CA 95841
Attn: Kimberly Bragado, GEM Billing Lead

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Smile Business Products, Inc., a California Corporation

By:_____
Name: Cathy Hetherington
Title: Vice President of Operations
Date signed:_____

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Name: Charles White
Title: Director of Building Services
Date signed: _____

By:_____
Name: Tracey Ferguson
Title: Planning Director
Date signed:_____

APPROVED AS TO CONTENT:

_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed: _____

ATTEST:

_____
Name:
Title: Clerk, Board of Supervisors
Date signed:

APPROVED AS TO FORM:

_____
Deputy Plumas County Counsel

EXHIBIT A

SCOPE OF WORK

1. Great America Financial Services will serve as the leasing entity. Contractor will lease to Planning & Building Services one (1) Epson WF-C17590 color and mono Inkjet MFP system, and one (1) Sharp BP-50M26 mono workgroup document system and related parts and equipment (the Covered Equipment). The machines will be located at 555 Main Street, Quincy, CA.

2. Materials to be provided by Contractor to the Covered Equipment include inspection, adjustment, all toners, parts, and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment, black toner, and developer. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.

3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.

4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.) solely on the Covered Equipment. Services to be furnished outside of normal business hours may be provided at rates mutually agreed upon by Contractor and the County.

5. Contractor will respond to service calls from the County within two (2) working hours of receiving the call unless another deadline is mutually agreed upon between Contractor and the County.

6. Contractor will provide loaner equipment if any of the Covered Equipment is nonfunctional, and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

SCHEDULE OF FEES

1. County will pay $476.15 per month to lease two (2) copiers as outlined in Exhibit A. Additionally, County will pay $160.25 per month for monthly maintenance service.

2. The minimum monthly for this contract is $636.40 plus taxes.

3. County shall pay an additional $0.00530 plus applicable taxes for every black and white copy made in excess of 6,000 per month plus $0.02600 for every color copy made in excess of 3,500 per month plus applicable tax to be added to the invoice for the Epson WF-C17590 copier.

4. County shall pay an additional $0.00700 plus applicable taxes for every black and white copy made in excess of 2,500 per month to be added to the invoice for the Sharp BP-50M26 copier.

5. County shall read the image meter monthly and shall promptly receive an invoice from Contractor following each meter reading. Contractor shall not invoice County more frequently than once per month.

6. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.

7. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.

8. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.

9. When covered equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates and shall instead be charged at Contractor's then-current rates for such service calls.

EXHIBIT C

Smile Business Products, Inc.

Standard Lease for

Plumas County Building & Planning Dept.



ENX magazine ELITE DEALER 2021 ENX The Week In IMAGING

Prepared For:		**Prepared By:**	Wayne OHara
Phone:	(530) 283-7007	Phone:	800-790-7701
E-Mail:		E-Mail:	wohara@smilebpi.com

Date: 8/8/23 Version: Expiration Date:

Equipment Recommendation

Proposed Solution:

Qty	Make	Model	Description
1	Sharp	BP-50M26	26 PPM Mono Workgroup Document System
1	Sharp	BP-DE13	2 x 550-sheet Paper Drawers/Stand
1	Sharp	AR-D5133NT	Digital Power Filter
1	Sharp	BP-FX11	Fax Expansion Kit
1	Sharp	BP-TU10	Center Exit Tray (required if no finisher installed)

$ $113.48
Monthly

Initial

Full-Service Maintenance Plan

Service Language Agreement (SLA) # CMPS931

Smile Support:

Relax knowing your system is backed by ***Smile Support***. Smile Support compliments traditional maintenance agreements for On-Site service that includes parts, labor, and toner, plus Smile Support provides Remote Desktop Copier/Printer support and more.

Smile Support includes the following services:

- Help Desk Support
- Print Driver Updates
- Use of Power Filter - *copier only*
- Network Scanning Resolution
- No Charge Service Loaner
- Network Connectivity Troubleshooting
- Network Fax Issue Resolution
- Response Time Guaranteed
- Toner Shipping and Handling

Additional Monthly Cost Associated with Smile Support – based on number of MFP's _1, NONE_____

_____
Initial

How to Request Service

PPM & NOC: The Principal Period of Maintenance (PPM) and The Network Operating Center (NOC) is 8:00am – 5:00pm Monday – Friday. (Excluding Holidays)

SMILE offers three easy methods to obtain service to resolve any equipment or service issues that you may have. We want to insure that you receive the best level of service in the quickest amount of time to minimize any potential downtime. By using the below methods we can ensure that if an escalation of service is required our Technicians will make Best Effort to resolve the issue within the PPM.

- **Phone** – You can call our Dispatch team at 800-790-7701 and they will route your call to the first available technician who is most qualified to resolve your issue.
- **Online** – You may request service by accessing our CLIENT portal at www.smilebpi.com and your ticket will be placed in the appropriate queue based on the severity of your issue.
- **E-Mail** – You may send an e-mail to serviceweb@smilebpi.com. You will need to include your Company Name, Equipment ID, and a Description of the issue before any service can be rendered.

Coverage:

- **Manufacturer Specifications** – SMILE shall make best effort to perform all maintenance service and repair and furnish all labor, materials and replacement parts to maintain the Equipment to meet or exceed manufacturer specifications.
- **Normal Service Response** – Times are an average of 2-4 hours for standard service within the PPM and within the defined Service Area.
- **Smile Support** – Any normal service call will be first handled by our NOC staff to provide resolution. If an issue cannot be resolved remotely then an On-Site technician will be paged to complete the needed service. Shipping and supplies are included at no extra cost. See above for all support services.
- **Power Filter** – If a power filter is provided in an agreement as part of a SMILE Support Fee, this power filter will remain the sole & exclusive property of SMILE. CLIENT agrees that the power filter will remain on the equipment at CLIENT's facility as long as a SMILE maintenance agreement with a SMILE Support Fee is in force. If the maintenance agreement is allowed to lapse, as evidenced by a cancellation letter sent to Smile by CLIENT or by non-payment, CLIENT agrees to allow a service technician access to the equipment to retrieve the power filter. If a power or data line related incident causes irreparable damage to CLIENT's equipment while a SMILE power filter is in use, CLIENT will receive a replacement machine of like features at no charge. The specific terms & conditions for a replacement machine are available upon request. If a SMILE power filter is lost or removed from the installed site, CLIENT agrees to pay a replacement fee of $150.00
- **Technicians** – All service technicians are factory trained and certified.
- **Equipment Exchange** – In the event that Smile deems an exchange beneficiary the equipment will be exchanged for a like printer or copier. If equipment is older than 5 years it must be replaced and cannot be exchanged.
- **Toner Usage** – Toner use within the manufacturer's specified yield is included. SMILE reserves the right to use compatible toner in the fulfillment of this Agreement. If CLIENT requests OEM toner a surcharge will be applicable. Toner may only be used for the machine in which a toner request has been placed. Usage is calculated by using the industry standard of an 8 ½ x 11 single sided page @ 5% coverage for B/W and 20% coverage for color.
- **Travel** – Travel is included at no cost to the CLIENT.
- **Parts & Labor Only Contract** – excludes supplies (toner and developer)
- **Volumes** – The covered volume(s) under this agreement billed Monthly are:
  - Monthly B/W Base $17.50
  - Monthly Color Base $0.00

0 Color | 2,500 B/W | _____ Initial

Excluded Coverage:

- Maintenance & warranty service provided by SMILE under any type of service agreement does not include any of the following:
  1. Repair of damage or increase in service time due caused by:
     a. Failure of the CLIENT to provide a continually suitable environment for covered Equipment as prescribed by the manufacturer in the covered Equipment operating manual.
     b. Failure to provide appropriate electrical power, air conditioning, or humidity control, or improper moving or relocation of covered Equipment.
  2. Repair of damage or increase in service caused by: accident (including but not limited to power surges (unless machine has a SMILE approved power filter installed), abuse, misuse, moving, etc.
     a. Disaster (including but not limited to vandalism, fire, flood, water, wind, etc.), use of covered Equipment contrary to the manufacturer's operating guide or for purposes other than for which designed & unauthorized modifications or repair by persons other than authorized SMILE representatives.

3. Painting or refinishing the covered Equipment, inspecting altered equipment, performing services connected with relocation of Equipment, or adding or removing accessories, attachments or other devices.
4. Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies, toner brands not approved by SMILE, or copy paper not in compliance with manufacturer's specification.
5. Complete unit replacement or overhauling the covered Equipment (unless otherwise specified).
6. Electrical work external to the covered Equipment or maintenance of accessories, attachments or other devices not furnished by SMILE.
7. Increase in service time or repeat calls caused by CLIENT denial of full & free access to the Equipment or denial of departure from CLIENT's site.
8. Connectivity (including at time of delivery), application, printer driver, any networked device, any locally connected printer or copier, desktop operating system, network operating system or software, whether sold or not sold by SMILE to CLIENT if Smile Support is not included in Agreement.
9. Training beyond the initial key operator training given upon installation of the Equipment (unless otherwise specified).
10. Onsite replenishment of toner, staple cartridges or paper, or emptying toner collection bottles.
11. Maintenance agreements do not include dies, knives, staples, or paper (unless specifically noted in writing).
12. Relocation or moving of covered Equipment. (CLIENT must notify SMILE of Equipment moves).
13. SMILE reserves the right to charge CLIENT for toner requested during the term of this Agreement in excess of the manufacturer's specified yield for the number of copies or images run by CLIENT.
14. Any additional machines will require a contract addendum before any service will be performed.

The foregoing items excluded from maintenance service, if performed by SMILE, will be charged to CLIENT at SMILE's applicable time & materials rates & terms then in effect.

General Responsibilities of the CLIENT

CLIENT is responsible for providing SMILE with domain credentials, remote access capabilities and connectivity to be able to properly setup the equipment as configured in the proposal. CLIENT agrees to inform SMILE of any modification, installation, or service performed on the Network by individuals not employed by SMILE in order to assist SMILE in providing an efficient and effective equipment support response.

In the performance of all services set forth herein, SMILE shall have, and CLIENT hereby grants, full and unrestricted access to the premises on which the Equipment is located. SMILE's responsibility to repair shall be limited to CLIENT's side of the point of connection between CLIENT's Equipment and the utility service or ISP.

- **Meter Readings –** Where required to insure accurate invoicing, meter readings shall be provided by CLIENT at the request of SMILE, or CLIENT shall agree to have remote meter gathering software, Print Tracker, installed by SMILE. Failure to submit meter readings in a timely manner will allow SMILE, at its discretion, to estimate the meter & bill CLIENT accordingly, or to dispatch a technician to CLIENT location to retrieve an accurate meter reading. Each time it is necessary for a technician to be dispatched to the CLIENT's location to retrieve a meter reading, CLIENT agrees to pay SMILE a $60 meter retrieval fee per machine. CLIENT also agrees to pay for overage charges (if applicable) that may be incurred at the end of each billing cycle, plus applicable sales taxes.
- **Overages:** Per Copy/Overages covered under the terms of this agreement.

$0.00000	$0.00700	
Color	B/W	Initial

- **Power –** Power must meet the manufacturer's specifications. If any damage occurs due to the result of improper power the CLIENT assumes all responsibility
- **Data Security –** In order to protect CLIENT's & CLIENT's customer's confidential information & comply with applicable laws, SMILE strongly recommends that all data from all disk drives or magnetic media in computers & multifunction equipment be securely removed prior to the disposal of such equipment. CLIENT is responsible for selecting the appropriate removal standard to meet its business needs. SMILE is not responsible or liable for any damages that may arise from CLIENT's failure to comply with this provision. SMILE offers several methods of data removal at chargeable rates.
- **Print Types:** The CLIENT is liable for all charges incurred from any printer/copy options and/or driver settings for the equipment operation and print output.

Additional Terms

- **AUTOMATIC RENEWAL; ACCEPTANCE OR NEW OR CHANGED TERMS:** CLIENT agrees and acknowledges that all Service Level Agreements will automatically renew on each annual anniversary date for an additional one-year period unless cancelled by CLIENT in writing at least thirty (30) days prior to the renewal date. Each annual renewal of a Service Level Agreement may be subject to a cost-of-living increase. CLIENT agrees that its payment of a renewal invoice shall constitute CLIENT's acceptance of any new or changed terms and conditions.
- **CANCELLATION:** If any Service Level Agreement is cancelled by CLIENT or SMILE prior to its annual anniversary date, CLIENT shall be obligated to pay the greater of (i) the annual fee payable under the Service Level Agreement, pro-rated based on the number of days since the last anniversary date or (ii) the cost of service calls and parts and supplies ordered (less any unused toner that is returned to SMILE) since the last anniversary date, billed at SMILE's time and material rates then in effect, plus any additional charges payable pursuant to a Service Level Agreement. SMILE reserves the right to cancel any Service Level Agreement by providing written notice of cancellation to CLIENT. Please refer to your Rental/Lease Agreement for the provisions governing the early termination of maintenance under a Rental/Lease Agreement. Warranties are not pro-ratable upon cancellation. A final meter reading (if applicable), will be performed and any additional charges will be included.
- **NON-AUTHORIZED SERVICE:** If persons other than authorized SMILE employees or agents perform maintenance or repair to the Goods or the Goods are moved or relocated from the original premise installation by other than SMILE employees or agents, CLIENT forfeits any further services under its Service Level Agreement. Upon such forfeiture, SMILE shall have no further obligations under these Terms or the Service Level Agreement and CLIENT shall have no right to a refund of any monies paid under these Terms or the Service Level Agreement.
- **NO THIRD-PARTY BENEFICIARIES:** This Agreement, the Terms and the terms of any other Service Level Agreement executed by CLIENT and SMILE are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any

other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, the Terms or any such Service Level Agreement.

- **CONFIDENTIALITY:** All non-public, confidential or proprietary information of SMILE, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by SMILE to CLIENT, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with these Terms or any Service Level Agreement is confidential, solely for the use of performing these terms or any Service Level Agreement and may not be disclosed or copied unless authorized in advance by SMILE in writing. Upon SMILE's request, CLIENT shall promptly return all documents and other materials received from SMILE. SMILE shall be entitled to injunctive relief for any violation of this paragraph. The restrictions in this paragraph do not apply to information that is: (a) in the public domain; (b) known to CLIENT at the time of disclosure and not subject to any nondisclosure obligations; or (c) rightfully obtained by CLIENT on a non-confidential basis from a third party.

This Agreement is entered into by and between Smile Business Products, Inc. (hereinafter referred to as "SMILE") and the Customer whose name and address are set forth in the Shipping/Billing section of this agreement (hereinafter referred to as "CLIENT"). SMILE agrees to provide installation and maintenance services to the CLIENT in accordance with the Terms and Conditions below for equipment included in the above proposed equipment, Exhibit B, and any future Contract Addendums.

Acknowledgement of Agreement to All Aspects of the Proposal

The undersigned, on behalf of CLIENT, hereby agrees and acknowledges that (i) the above Equipment and Service Recommendation appropriately outlines the expectations, cost, scope, and completion of the requested project, (ii) CLIENT has read, and agrees with, the General Terms & Conditions and the Equipment Service Language (SLA) included in this proposal, (iii) SMILE is authorized to conduct a credit check on CLIENT and (iv) CLIENT has read, and affirms that they have the authority to authorize, and authorize SMILE to connect into the specified equipment on our network, based on the information provided in this Agreement.

CLIENT further agrees that (i) the installation can be done on our company server(s) and workstation(s) by SMILE staff (ii) SMILE has recommended to have CLIENT's IT department available, (iii) SMILE may use proprietary software in the course of this Agreement and (iv) indemnify SMILE for any post-installation issues that may arise regardless of their origin, and will resolve, or contract with a third party to resolve, any maintenance, repair or support issue that arise after the above Agreement.

Total Lease Payment

FMV	39	$113.48	
Purchase Option	Term	**Plus, Tax**	Initial

If no expiration is listed above this proposal will expire 30 days from the date it was created. All items and pricing included in this proposal are subject to availability.

Service Payment

Please see the General Terms & Conditions and Equipment Service Language for details on coverage.

$17.50	
Per Month	Initial

Client Signature:_____ X _____
Smile Account Managers Signature Date

Printed Name:_____ X _____
Smile Counter Signature Date

Title: _____

Auto Collection Tool Contact: _____
(In reference to the Meter Reading Section) Name & Email or Phone #

General Terms & Conditions

1) APPLICABILITY: These general terms & conditions (these "Terms") are the only terms which govern the sale of goods & the provision of services by Smile Business Products, Inc. ("Smile") to you ("Client"), except that if there is a written contract signed by Smile & Client with respect to the sale of goods or provision of services to Client, the terms & conditions of that contract shall prevail to the extent they are inconsistent with or in addition to these Terms. Smile offers the following types of managed service agreements: (a) Equipment Maintenance Agreement, (b) Rental Agreement, (c) Managed Printer Services Agreement, (d) Managed Network Services Agreement, (e) Document Management Agreement, (f) Managed Communications Agreement, & (g) Web Services Agreement. Smile refers to these agreements collectively as "Service Level Agreements." Smile also provides Clients with the opportunity to obtain Goods (as defined below) pursuant to the terms of a Smile rental agreement or a Smile lease agreement (collectively, "Rental/Sales Agreements"). Rental/Sales Agreements together with the Service Level Agreements are each individually referred to in these Terms as a "Smile Agreement" and, collectively, as "Smile Agreements."

2) SALE OF GOODS: Upon the execution of a financing agreement or receipt of payment, Smile shall deliver to Client, & Client shall accept, those tangible goods (a) identified on the sales, rental or lease document acknowledged in writing by Client or (b) ordered by Client on Smile's website at www.smilebpi.com (the "Website") using Client's unique username & password (collectively, "Goods"). Smile reserves the right to repossess Goods in the event that Client does not comply with the payment terms specified. ALL SALES ARE FINAL AND, OTHER THAN CONSUMABLE SUPPLIES, NO GOODS ARE RETURNABLE OR EXCHANGEABLE. **ALL GOODS ARE SOLD "AS IS" UNLESS OTHERWISE PROVIDED IN THESE TERMS OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY BOTH CLIENT & SMILE.** Client agrees not to sell, assign or dispose of any Goods purchased from Smile until payment in full has been made to Smile. With the consent of Smile (which consent Smile may grant or withhold, in its sole discretion), Goods currently stocked by Smile, unused & in their original packaging may be returned & are subject to a restocking fee, equal to 25% of the sales price.

3) ACCEPTANCE OF TERMS & CONDITIONS: If Client has entered into a Smile Agreement with Smile, Client agrees that payment by Client of the initial invoice shall be deemed to be acceptance by Client of the Terms & Conditions on the reverse side of such invoice. Smile reserves the right to change these Terms from time to time in its sole discretion & Client agrees that the publishing of these Terms, as amended or modified from time to time, on the back of every invoice constitutes adequate notice to Client of any amendment or modification of these Terms. The terms & conditions of a Service Level Agreement that is renewed may be different from the terms & conditions applicable to the previous Service Level Agreement.

4) LIMITED WARRANTY: For new Goods purchased from Smile where an Equipment Maintenance Agreement is not purchased at the time of sale, any repairs required within ninety (90) days of purchase will be performed under a manufacturer warranty that covers labor & materials only to diagnose and/or replace a defective part. There are no other express or implied warranties made by Smile with respect to the Goods. Client agrees & acknowledges that if any model or sample Goods were shown to Client, the models or samples were used to merely illustrate the general type & quality of the Goods & Client was informed that its Goods would not necessarily conform to the models or samples.
EXCEPT AS PROVIDED ABOVE IN THIS SECTION 4, SMILE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

5) LIMITATION OF LIABILITY: IN NO EVENT SHALL SMILE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CLIENT OR COULD HAVE BEEN REASONABLY FORESEEN BY SMILE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, & NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SMILE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR ANY SMILE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE TOTAL OF THE AMOUNTS PAID TO SMILE FOR THE GOODS HEREUNDER.

6) LATE CHARGES: Client agrees to pay invoices and/or non-refundable monthly maintenance fees for Goods & services within the time periods stated on the invoice. In the event Client fails to make any payment when due, Client agrees to pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily & compounded monthly. Client understands that Smile has the right to withhold services if Client fails to make the payments when due in accordance with any Service Level Agreement. A fee of $25 shall be charged for each returned check or declined credit card charge.

7) NO ASSIGNMENT: Neither these Terms nor any Smile Agreement may be assigned by Client without prior written approval by Smile, which approval may be withheld in Smile's discretion. Any attempted assignment by Client in violation of this provision shall be void. Smile reserves the right to delegate its duties under these Terms & any Smile Agreement to one or more independent contractors. Smile further reserves the right to assign these Terms & any Smile Agreement with Client to a third party selected by Smile without the prior consent of Client.

8) GOVERNING LAW; JURISDICTION; VENUE: These Terms & each Smile Agreement shall be governed by & construed in accordance with the laws of the State of California, other than its conflict of law rules. Client irrevocably consents to the jurisdiction & venue of the state & federal courts located in Sacramento, California in connection with any action relating to or arising out of these Terms or any Smile Agreement.

9) ATTORNEYS' FEES. The prevailing party in any dispute arising regarding any obligation under this Agreement, or any resulting transaction, shall be entitled to recover all reasonable attorneys' fees, expert witness fees, costs & other reasonable expenses incurred in the preparation & arbitration or other litigation of the dispute, as well as in any proceeding to enforce this arbitration provision or any resulting award, or any appeal from any judgment thereon.

10) ARBITRATION: Except as provided below, Client agrees that any dispute or claim in law or equity regarding any obligation under these Terms or any Smile Agreement, or any related agreement or resulting transaction (including any cross complaint), shall be decided by neutral, binding arbitration. To the maximum extent permitted by law, Smile and Client waive any rights they may have to trial by jury in regard to claims covered by this section. The arbitrator shall be a retired judge or justice, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Arbitration fees shall be divided equally among the parties involved. The arbitration will take place in Sacramento, California. Any arbitration award rendered by the arbitrator(s) shall be final and binding upon the parties. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. Notwithstanding the foregoing, the provisions of this Section 10 shall not prevent Smile from (i) exercising its right to repossess Goods upon a payment default by Client, (ii) ceasing to provide services to Client under any Service Level Agreement upon a payment default by Client, (iii) filing a complaint against Client upon any payment default by Client or (iv) seeking injunctive relief for any breach or alleged breach by Client of the confidentiality provisions of any Smile Agreement executed by Client.

11) NOTICES: All notices, request, consents, claims, demands, waivers & other communications hereunder or under any Smile Agreement (each, a "Notice") shall be in writing & addressed to the parties at the addresses set forth on the face of the sales confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (a) upon receipt of the receiving party, & (b) if the party giving the Notice has complied with the requirements of this Section 11.

12) RELATIONSHIP OF PARTIES: The relationship between the parties is that of independent contractors. Nothing contained in these Terms or any Smile Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, & neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13) FORCE MAJEURE: Smile shall not be liable or responsible to Client, nor be deemed to have defaulted or breached these Terms or any Smile Agreement, for any failure or delay in fulfilling or performing any term of these Terms or any Smile Agreement when & to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Smile.

14) SEVERABILITY: If any term or provision of these Terms or any Smile Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or any Smile Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15) ENTIRE AGREEMENT: These Terms, together with the terms of any Smile Agreement executed by Smile & Client, constitutes the entire agreement between Smile & Client with respect to the subject matter hereof & of any Smile Agreement & supersede all prior agreements & understandings, whether written or oral, with respect to the subject matter of these Terms or any Smile Agreement. Client agrees that it has not relied on any representation, warranty, or provision not explicitly stated in these Terms or any Smile Agreement executed by Smile & Client. These Terms together with the terms of any Smile Agreement executed by Smile & Client shall prevail notwithstanding any additional or different terms & conditions of any purchase order or other document submitted by Client in respect to the Goods or services to be provided hereunder or under any Smile Agreement. In the event of any conflict between these Terms and one or more provisions of any Smile Agreement, the provision(s) in the Smile Agreement shall prevail.

16) AMENDMENT & MODIFICATION: Except as provided in Section 3 above, these Terms & the terms of any Smile Agreement may only be amended, modified or supplemented by an agreement in writing signed by Client & Smile. No waiver by any party of any of the provisions hereof or in any Smile Agreement shall be effective unless explicitly set forth in writing & signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, & whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms or any Smile Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any Smile Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17) SURVIVAL: All of the provisions of these Terms shall remain in full force & effect after any termination of these Terms or any Smile Agreement.

Initial _____

Client Trade-In Information

Trade In ☐ Yes ☒ No

If yes, please initial appropriate option(s) below.

Model	Serial #	Leasing Company	Lease/Agreement #	Clear Title	Lease (1-3)	Payoff (B-D)	Return (F-I)

Clear Title

A. CLIENT has clear title without any existing liens and herby releases to SMILE
Smile may dispose of such equipment as it sees fit immediately after pickup from CLIENT site. CLIENT has good title to said equipment and agree to indemnify Smile with respect to any claims for such equipment.

Lease Rollover Options (Trade Up)

1. SMILE to trade up old Lease & keep equipment
2. SMILE to trade up old Lease & return equipment
3. SMILE to trade up old Lease & CLIENT to keep equipment

Payoff Information (Buyout)

B. SMILE Authorized to pay-off old Lease:
CLIENT will provide all applicable documentation from old Leasing Company to SMILE who will issue check to Leasing Company.

C. CLIENT to pay-off old Lease
CLIENT is responsible for all amounts due to Leasing Company to satisfy the old Lease and obtain clear Title to the equipment it is trading in to SMILE.

D. SMILE to provide check to CLIENT to pay-off old Lease
CLIENT will pay off old Lease with Leasing Company to obtain clear Title. If the amount to pay off the old Lease is greater than the check provided by SMILE to the CLIENT, CLIENT is responsible for paying the difference to satisfy clear Title.

Check Amount _____

Return Options

F. SMILE to keep equipment
SMILE may dispose of such equipment as it sees fit immediately after pick-up from CLIENT location.

G. SMILE return equipment on behalf of CLIENT
Smile will pick-up equipment from the CLIENT site but will not be responsible for the condition of the equipment upon arrival or ensure the equipment while in transport to the location designated by the Leasing Company. CLIENT is responsible for obtaining the Return Authorization from the Leasing Company and submitting it to Smile in a timely fashion so that Smile may ship the equipment to the Leasing Company. Smile is not responsible for delays in shipping or the resulting charges that CLIENT may incur from Leasing Company due to a delay in the arrival of the return equipment.

H. CLIENT to keep equipment
CLIENT will keep the equipment paid off in this transaction.

I. CLIENT to return equipment to Leasing Company

Smile is not responsible for additional charges billed by Leasing Company beyond those listed in the payoff document provided to Smile by CLIENT. CLIENT is responsible for returning old equipment to Leasing Company.

_____
initial

Delivery & Billing

Delivery

Ship To:

Company Name: Plumas County Building & Planning Dept.

Address: 555 Main Street

City, State & Zip: QUINCY,CA,95971

Contact Name: Heidi Wightman

Phone: 530-283-7007

E-Mail: heidiwightman@countyof plumas.com

Stairs at Shipping Location [ ] Yes [X] No

Requested Delivery Date _____

Special Delivery Instructions

Connectivity Option: **Circle one**: Complete On-line or Hardcopy

X Basic [ ] Advanced

Name of IT | Contact Person _____

Phone or Email Address _____

Billing Contact

[X] Same as Shipping

Bill To:

Legal Company Name _____

Company Name: Plumas County Building & Planning Dept.

Address: 555 Main Street

City, State & Zip: QUINCY,CA,95971

Contact Name _____

Phone _____

E-Mail _____

[ ] Corporation* [ ] Partnership* [ ] Proprietorship *If Corporation or Partnership, please provide Federal ID# _____

Authorization

By signing below CLIENT herby affirms that the information provided is true and complete. SMILE is authorized to a) conduct a credit check on CLIENT and b) SMILE or any other investigative agency employed by SMILE to investigate the references herein listed or statements or other data obtained from me or from any other person pertaining to my credit and financial responsibility.

Authorized Signature _____ Print Name _____ Date _____

Title _____

EXHIBIT D

Smile Business Products, Inc.

Standard Lease for

Plumas County Building & Planning Dept.



Prepared For:	Heidi Wightman	**Prepared By:**	Wayne OHara
Phone:	(530) 283-7007	Phone:	800-790-7701
E-Mail:		E-Mail:	wohara@smilebpi.com

Date: 8/8/23 Version: Expiration Date:

Equipment Recommendation

Proposed Solution:

Qty	Make	Model	Description
1	Epson	WF-C17590	Color & Mono Inkjet MFP System
1	Epson	C12C933261BU	Finisher with Bridge Unit - Staples 50 Sheets

$ $362.67
Monthly

Initial

Full-Service Maintenance Plan

Service Language Agreement (SLA) # CMPS931

Smile Support:

Relax knowing your system is backed by ***Smile Support***. Smile Support compliments traditional maintenance agreements for On-Site service that includes parts, labor, and toner, plus Smile Support provides Remote Desktop Copier/Printer support and more.

Smile Support includes the following services:

- Help Desk Support
- Print Driver Updates
- Use of Power Filter - *copier only*
- Network Scanning Resolution
- No Charge Service Loaner
- Network Connectivity Troubleshooting
- Network Fax Issue Resolution
- Response Time Guaranteed
- Toner Shipping and Handling

Additional Monthly Cost Associated with Smile Support – based on number of MFP's 1, None

Initial

How to Request Service

PPM & NOC: The Principal Period of Maintenance (PPM) and The Network Operating Center (NOC) is 8:00am – 5:00pm Monday – Friday. (Excluding Holidays)

SMILE offers three easy methods to obtain service to resolve any equipment or service issues that you may have. We want to insure that you receive the best level of service in the quickest amount of time to minimize any potential downtime. By using the below methods we can ensure that if an escalation of service is required our Technicians will make Best Effort to resolve the issue within the PPM.

- **Phone** – You can call our Dispatch team at 800-790-7701 and they will route your call to the first available technician who is most qualified to resolve your issue.
- **Online** – You may request service by accessing our CLIENT portal at www.smilebpi.com and your ticket will be placed in the appropriate queue based on the severity of your issue.
- **E-Mail** – You may send an e-mail to serviceweb@smilebpi.com. You will need to include your Company Name, Equipment ID, and a Description of the issue before any service can be rendered.

Coverage:

- **Manufacturer Specifications** – SMILE shall make best effort to perform all maintenance service and repair and furnish all labor, materials and replacement parts to maintain the Equipment to meet or exceed manufacturer specifications.
- **Normal Service Response** – Times are an average of 2-4 hours for standard service within the PPM and within the defined Service Area.
- **Smile Support** – Any normal service call will be first handled by our NOC staff to provide resolution. If an issue cannot be resolved remotely then an On-Site technician will be paged to complete the needed service. Shipping and supplies are included at no extra cost. See above for all support services.
- **Power Filter** – If a power filter is provided in an agreement as part of a SMILE Support Fee, this power filter will remain the sole & exclusive property of SMILE. CLIENT agrees that the power filter will remain on the equipment at CLIENT's facility as long as a SMILE maintenance agreement with a SMILE Support Fee is in force. If the maintenance agreement is allowed to lapse, as evidenced by a cancellation letter sent to Smile by CLIENT or by non-payment, CLIENT agrees to allow a service technician access to the equipment to retrieve the power filter. If a power or data line related incident causes irreparable damage to CLIENT's equipment while a SMILE power filter is in use, CLIENT will receive a replacement machine of like features at no charge. The specific terms & conditions for a replacement machine are available upon request. If a SMILE power filter is lost or removed from the installed site, CLIENT agrees to pay a replacement fee of $150.00
- **Technicians** – All service technicians are factory trained and certified.
- **Equipment Exchange** – In the event that Smile deems an exchange beneficiary the equipment will be exchanged for a like printer or copier. If equipment is older than 5 years it must be replaced and cannot be exchanged.
- **Toner Usage** – Toner use within the manufacturer's specified yield is included. SMILE reserves the right to use compatible toner in the fulfillment of this Agreement. If CLIENT requests OEM toner a surcharge will be applicable. Toner may only be used for the machine in which a toner request has been placed. Usage is calculated by using the industry standard of an 8 ½ x 11 single sided page @ 5% coverage for B/W and 20% coverage for color.
- **Travel** – Travel is included at no cost to the CLIENT.
- **Parts & Labor Only Contract** – excludes supplies (toner and developer)
- **Volumes** – The covered volume(s) under this agreement billed Monthly are:
  - Monthly B/W Base $51.75
  - Monthly Color Base $91.00

3,500 Color | 6,000 B/W | Initial

Excluded Coverage:

- Maintenance & warranty service provided by SMILE under any type of service agreement does not include any of the following:
  1. Repair of damage or increase in service time due caused by:
     a. Failure of the CLIENT to provide a continually suitable environment for covered Equipment as prescribed by the manufacturer in the covered Equipment operating manual.
     b. Failure to provide appropriate electrical power, air conditioning, or humidity control, or improper moving or relocation of covered Equipment.

2. Repair of damage or increase in service caused by: accident (including but not limited to power surges (unless machine has a SMILE approved power filter installed), abuse, misuse, moving, etc.
    a. Disaster (including but not limited to vandalism, fire, flood, water, wind, etc.), use of covered Equipment contrary to the manufacturer's operating guide or for purposes other than for which designed & unauthorized modifications or repair by persons other than authorized SMILE representatives.

3. Painting or refinishing the covered Equipment, inspecting altered equipment, performing services connected with relocation of Equipment, or adding or removing accessories, attachments or other devices.
4. Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies, toner brands not approved by SMILE, or copy paper not in compliance with manufacturer's specification.
5. Complete unit replacement or overhauling the covered Equipment (unless otherwise specified).
6. Electrical work external to the covered Equipment or maintenance of accessories, attachments or other devices not furnished by SMILE.
7. Increase in service time or repeat calls caused by CLIENT denial of full & free access to the Equipment or denial of departure from CLIENT's site.
8. Connectivity (including at time of delivery), application, printer driver, any networked device, any locally connected printer or copier, desktop operating system, network operating system or software, whether sold or not sold by SMILE to CLIENT if Smile Support is not included in Agreement.
9. Training beyond the initial key operator training given upon installation of the Equipment (unless otherwise specified).
10. Onsite replenishment of toner, staple cartridges or paper, or emptying toner collection bottles.
11. Maintenance agreements do not include dies, knives, staples, or paper (unless specifically noted in writing).
12. Relocation or moving of covered Equipment. (CLIENT must notify SMILE of Equipment moves).
13. SMILE reserves the right to charge CLIENT for toner requested during the term of this Agreement in excess of the manufacturer's specified yield for the number of copies or images run by CLIENT.
14. Any additional machines will require a contract addendum before any service will be performed.

The foregoing items excluded from maintenance service, if performed by SMILE, will be charged to CLIENT at SMILE's applicable time & materials rates & terms then in effect.

General Responsibilities of the CLIENT

CLIENT is responsible for providing SMILE with domain credentials, remote access capabilities and connectivity to be able to properly setup the equipment as configured in the proposal. CLIENT agrees to inform SMILE of any modification, installation, or service performed on the Network by individuals not employed by SMILE in order to assist SMILE in providing an efficient and effective equipment support response.

In the performance of all services set forth herein, SMILE shall have, and CLIENT hereby grants, full and unrestricted access to the premises on which the Equipment is located. SMILE's responsibility to repair shall be limited to CLIENT's side of the point of connection between CLIENT's Equipment and the utility service or ISP.

- **Meter Readings** – Where required to insure accurate invoicing, meter readings shall be provided by CLIENT at the request of SMILE, or CLIENT shall agree to have remote meter gathering software, Print Tracker, installed by SMILE. Failure to submit meter readings in a timely manner will allow SMILE, at its discretion, to estimate the meter & bill CLIENT accordingly, or to dispatch a technician to CLIENT location to retrieve an accurate meter reading. Each time it is necessary for a technician to be dispatched to the CLIENT's location to retrieve a meter reading, CLIENT agrees to pay SMILE a $60 meter retrieval fee per machine. CLIENT also agrees to pay for overage charges (if applicable) that may be incurred at the end of each billing cycle, plus applicable sales taxes.
- **Overages:** Per Copy/Overages covered under the terms of this agreement.

$0.02600	$0.00530	
Color	B/W	Initial

- **Power** – Power must meet the manufacturer's specifications. If any damage occurs due to the result of improper power the CLIENT assumes all responsibility
- **Data Security** – In order to protect CLIENT's & CLIENT's customer's confidential information & comply with applicable laws, SMILE strongly recommends that all data from all disk drives or magnetic media in computers & multifunction equipment be securely removed prior to the disposal of such equipment. CLIENT is responsible for selecting the appropriate removal standard to meet its business needs. SMILE is not responsible or liable for any damages that may arise from CLIENT's failure to comply with this provision. SMILE offers several methods of data removal at chargeable rates.
- **Print Types:** The CLIENT is liable for all charges incurred from any printer/copy options and/or driver settings for the equipment operation and print output.

Additional Terms

- **AUTOMATIC RENEWAL; ACCEPTANCE OR NEW OR CHANGED TERMS:** CLIENT agrees and acknowledges that all Service Level Agreements will automatically renew on each annual anniversary date for an additional one-year period unless cancelled by CLIENT in writing at least thirty (30) days prior to the renewal date. Each annual renewal of a Service Level Agreement may be subject to a cost-of-living increase. CLIENT agrees that its payment of a renewal invoice shall constitute CLIENT's acceptance of any new or changed terms and conditions.
- **CANCELLATION:** If any Service Level Agreement is cancelled by CLIENT or SMILE prior to its annual anniversary date, CLIENT shall be obligated to pay the greater of (i) the annual fee payable under the Service Level Agreement, pro-rated based on the number of days since the last anniversary date or (ii) the cost of service calls and parts and supplies ordered (less any unused toner that is returned to SMILE) since the last anniversary date, billed at SMILE's time and material rates then in effect, plus any additional charges payable pursuant to a Service Level Agreement. SMILE reserves the right to cancel any Service Level Agreement by providing written notice of cancellation to CLIENT. Please refer to your Rental/Lease Agreement for the provisions governing the early termination of maintenance under a Rental/Lease Agreement. Warranties are not pro-ratable upon cancellation. A final meter reading (if applicable), will be performed and any additional charges will be included.
- **NON-AUTHORIZED SERVICE:** If persons other than authorized SMILE employees or agents perform maintenance or repair to the Goods or the Goods are moved or relocated from the original premise installation by other than SMILE employees or agents, CLIENT forfeits any further services under its Service Level Agreement. Upon such forfeiture, SMILE shall have no further obligations under these Terms or the Service Level Agreement and CLIENT shall have no right to a refund of any monies paid under these Terms or the Service Level Agreement.

- **NO THIRD-PARTY BENEFICIARIES:** This Agreement, the Terms and the terms of any other Service Level Agreement executed by CLIENT and SMILE are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, the Terms or any such Service Level Agreement.

- **CONFIDENTIALITY:** All non-public, confidential or proprietary information of SMILE, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by SMILE to CLIENT, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with these Terms or any Service Level Agreement is confidential, solely for the use of performing these terms or any Service Level Agreement and may not be disclosed or copied unless authorized in advance by SMILE in writing. Upon SMILE's request, CLIENT shall promptly return all documents and other materials received from SMILE. SMILE shall be entitled to injunctive relief for any violation of this paragraph. The restrictions in this paragraph do not apply to information that is: (a) in the public domain; (b) known to CLIENT at the time of disclosure and not subject to any nondisclosure obligations; or (c) rightfully obtained by CLIENT on a non-confidential basis from a third party.

This Agreement is entered into by and between Smile Business Products, Inc. (hereinafter referred to as "SMILE") and the Customer whose name and address are set forth in the Shipping/Billing section of this agreement (hereinafter referred to as "CLIENT"). SMILE agrees to provide installation and maintenance services to the CLIENT in accordance with the Terms and Conditions below for equipment included in the above proposed equipment, Exhibit B, and any future Contract Addendums.

Acknowledgement of Agreement to All Aspects of the Proposal

The undersigned, on behalf of CLIENT, hereby agrees and acknowledges that (i) the above Equipment and Service Recommendation appropriately outlines the expectations, cost, scope, and completion of the requested project, (ii) CLIENT has read, and agrees with, the General Terms & Conditions and the Equipment Service Language (SLA) included in this proposal, (iii) SMILE is authorized to conduct a credit check on CLIENT and (iv) CLIENT has read, and affirms that they have the authority to authorize, and authorize SMILE to connect into the specified equipment on our network, based on the information provided in this Agreement.

CLIENT further agrees that (i) the installation can be done on our company server(s) and workstation(s) by SMILE staff (ii) SMILE has recommended to have CLIENT's IT department available, (iii) SMILE may use proprietary software in the course of this Agreement and (iv) indemnify SMILE for any post-installation issues that may arise regardless of their origin, and will resolve, or contract with a third party to resolve, any maintenance, repair or support issue that arise after the above Agreement.

Total Lease Payment

FMV	39	$362.67	
Purchase Option	Term	Plus, Tax	Initial

If no expiration is listed above this proposal will expire 30 days from the date it was created. All items and pricing included in this proposal are subject to availability.

Service Payment

Please see the General Terms & Conditions and Equipment Service Language for details on coverage.

$142.75	
Per Month	Initial

Client Signature: _____ X _____
Smile Account Managers Signature — Date

Printed Name: _____ X _____
Smile Counter Signature — Date

Title: _____

Auto Collection Tool Contact: _____
(In reference to the Meter Reading Section) Name & Email or Phone #

General Terms & Conditions

1) APPLICABILITY: These general terms & conditions (these "Terms") are the only terms which govern the sale of goods & the provision of services by Smile Business Products, Inc. ("Smile") to you ("Client"), except that if there is a written contract signed by Smile & Client with respect to the sale of goods or provision of services to Client, the terms & conditions of that contract shall prevail to the extent they are inconsistent with or in addition to these Terms. Smile offers the following types of managed service agreements: (a) Equipment Maintenance Agreement, (b) Rental Agreement, (c) Managed Printer Services Agreement, (d) Managed Network Services Agreement, (e) Document Management Agreement, (f) Managed Communications Agreement, & (g) Web Services Agreement. Smile refers to these agreements collectively as "Service Level Agreements." Smile also provides Clients with the opportunity to obtain Goods (as defined below) pursuant to the terms of a Smile rental agreement or a Smile lease agreement (collectively, "Rental/Sales Agreements"). Rental/Sales Agreements together with the Service Level Agreements are each individually referred to in these Terms as a "Smile Agreement" and, collectively, as "Smile Agreements."

2) SALE OF GOODS: Upon the execution of a financing agreement or receipt of payment, Smile shall deliver to Client, & Client shall accept, those tangible goods (a) identified on the sales, rental or lease document acknowledged in writing by Client or (b) ordered by Client on Smile's website at www.smilebpi.com (the "Website") using Client's unique username & password (collectively, "Goods"). Smile reserves the right to repossess Goods in the event that Client does not comply with the payment terms specified. ALL SALES ARE FINAL AND, OTHER THAN CONSUMABLE SUPPLIES, NO GOODS ARE RETURNABLE OR EXCHANGEABLE. **ALL GOODS ARE SOLD "AS IS" UNLESS OTHERWISE PROVIDED IN THESE TERMS OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY BOTH CLIENT & SMILE.** Client agrees not to sell, assign or dispose of any Goods purchased from Smile until payment in full has been made to Smile. With the consent of Smile (which consent Smile may grant or withhold, in its sole discretion), Goods currently stocked by Smile, unused & in their original packaging may be returned & are subject to a restocking fee, equal to 25% of the sales price.

3) ACCEPTANCE OF TERMS & CONDITIONS: If Client has entered into a Smile Agreement with Smile, Client agrees that payment by Client of the initial invoice shall be deemed to be acceptance by Client of the Terms & Conditions on the reverse side of such invoice. Smile reserves the right to change these Terms from time to time in its sole discretion & Client agrees that the publishing of these Terms, as amended or modified from time to time, on the back of every invoice constitutes adequate notice to Client of any amendment or modification of these Terms. The terms & conditions of a Service Level Agreement that is renewed may be different from the terms & conditions applicable to the previous Service Level Agreement.

4) LIMITED WARRANTY: For new Goods purchased from Smile where an Equipment Maintenance Agreement is not purchased at the time of sale, any repairs required within ninety (90) days of purchase will be performed under a manufacturer warranty that covers labor & materials only to diagnose and/or replace a defective part. There are no other express or implied warranties made by Smile with respect to the Goods. Client agrees & acknowledges that if any model or sample Goods were shown to Client, the models or samples were used to merely illustrate the general type & quality of the Goods & Client was informed that its Goods would not necessarily conform to the models or samples.
EXCEPT AS PROVIDED ABOVE IN THIS SECTION 4, SMILE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

5) LIMITATION OF LIABILITY: IN NO EVENT SHALL SMILE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CLIENT OR COULD HAVE BEEN REASONABLY FORESEEN BY SMILE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, & NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SMILE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR ANY SMILE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE TOTAL OF THE AMOUNTS PAID TO SMILE FOR THE GOODS HEREUNDER.

6) LATE CHARGES: Client agrees to pay invoices and/or non-refundable monthly maintenance fees for Goods & services within the time periods stated on the invoice. In the event Client fails to make any payment when due, Client agrees to pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily & compounded monthly. Client understands that Smile has the right to withhold services if Client fails to make the payments when due in accordance with any Service Level Agreement. A fee of $25 shall be charged for each returned check or declined credit card charge.

7) NO ASSIGNMENT: Neither these Terms nor any Smile Agreement may be assigned by Client without prior written approval by Smile, which approval may be withheld in Smile's discretion. Any attempted assignment by Client in violation of this provision shall be void. Smile reserves the right to delegate its duties under these Terms & any Smile Agreement to one or more independent contractors. Smile further reserves the right to assign these Terms & any Smile Agreement with Client to a third party selected by Smile without the prior consent of Client.

8) GOVERNING LAW; JURISDICTION; VENUE: These Terms & each Smile Agreement shall be governed by & construed in accordance with the laws of the State of California, other than its conflict of law rules. Client irrevocably consents to the jurisdiction & venue of the state & federal courts located in Sacramento, California in connection with any action relating to or arising out of these Terms or any Smile Agreement.

9) ATTORNEYS' FEES. The prevailing party in any dispute arising regarding any obligation under this Agreement, or any resulting transaction, shall be entitled to recover all reasonable attorneys' fees, expert witness fees, costs & other reasonable expenses incurred in the preparation & arbitration or other litigation of the dispute, as well as in any proceeding to enforce this arbitration provision or any resulting award, or any appeal from any judgment thereon.

10) ARBITRATION: Except as provided below, Client agrees that any dispute or claim in law or equity regarding any obligation under these Terms or any Smile Agreement, or any related agreement or resulting transaction (including any cross complaint), shall be decided by neutral, binding arbitration. To the maximum extent permitted by law, Smile and Client waive any rights they may have to trial by jury in regard to claims covered by this section. The arbitrator shall be a retired judge or justice, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Arbitration fees shall be divided equally among the parties involved. The arbitration will take place in Sacramento, California. Any arbitration award rendered by the arbitrator(s) shall be final and binding upon the parties. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. Notwithstanding the foregoing, the provisions of this Section 10 shall not prevent Smile from (i) exercising its right to repossess Goods upon a payment default by Client, (ii) ceasing to provide services to Client under any Service Level Agreement upon a payment default by Client, (iii) filing a complaint against Client upon any payment default by Client or (iv) seeking injunctive relief for any breach or alleged breach by Client of the confidentiality provisions of any Smile Agreement executed by Client.

11) NOTICES: All notices, request, consents, claims, demands, waivers & other communications hereunder or under any Smile Agreement (each, a "Notice") shall be in writing & addressed to the parties at the addresses set forth on the face of the sales confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (a) upon receipt of the receiving party, & (b) if the party giving the Notice has complied with the requirements of this Section 11.

12) RELATIONSHIP OF PARTIES: The relationship between the parties is that of independent contractors. Nothing contained in these Terms or any Smile Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, & neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13) FORCE MAJEURE: Smile shall not be liable or responsible to Client, nor be deemed to have defaulted or breached these Terms or any Smile Agreement, for any failure or delay in fulfilling or performing any term of these Terms or any Smile Agreement when & to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Smile.

14) SEVERABILITY: If any term or provision of these Terms or any Smile Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or any Smile Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15) ENTIRE AGREEMENT: These Terms, together with the terms of any Smile Agreement executed by Smile & Client, constitutes the entire agreement between Smile & Client with respect to the subject matter hereof & of any Smile Agreement & supersede all prior agreements & understandings, whether written or oral, with respect to the subject matter of these Terms or any Smile Agreement. Client agrees that it has not relied on any representation, warranty, or provision not explicitly stated in these Terms or any Smile Agreement executed by Smile & Client. These Terms together with the terms of any Smile Agreement executed by Smile & Client shall prevail notwithstanding any additional or different terms & conditions of any purchase order or other document submitted by Client in respect to the Goods or services to be provided hereunder or under any Smile Agreement. In the event of any conflict between these Terms and one or more provisions of any Smile Agreement, the provision(s) in the Smile Agreement shall prevail.

16) AMENDMENT & MODIFICATION: Except as provided in Section 3 above, these Terms & the terms of any Smile Agreement may only be amended, modified or supplemented by an agreement in writing signed by Client & Smile. No waiver by any party of any of the provisions hereof or in any Smile Agreement shall be effective unless explicitly set forth in writing & signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, & whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms or any Smile Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any Smile Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17) SURVIVAL: All of the provisions of these Terms shall remain in full force & effect after any termination of these Terms or any Smile Agreement.

Initial _____

Client Trade-In Information

Trade In [X] Yes [ ] No

If yes, please initial appropriate option(s) below.

Model	Serial #	Leasing Company	Lease/Agreement #	Clear Title	Lease (1-3)	Payoff (B-D)	Return (F-I)
M6240N	55004584	Wells Fargo	603-0129640-000		1	B	F
MX283N	45009845	Wells Fargo	603-0129640-000		1	B	F

Clear Title

A. CLIENT has clear title without any existing liens and herby releases to SMILE
Smile may dispose of such equipment as it sees fit immediately after pickup from CLIENT site. CLIENT has good title to said equipment and agree to indemnify Smile with respect to any claims for such equipment.

Lease Rollover Options (Trade Up)

1. SMILE to trade up old Lease & keep equipment
2. SMILE to trade up old Lease & return equipment
3. SMILE to trade up old Lease & CLIENT to keep equipment

Payoff Information (Buyout)

B. SMILE Authorized to pay-off old Lease:
CLIENT will provide all applicable documentation from old Leasing Company to SMILE who will issue check to Leasing Company.

C. CLIENT to pay-off old Lease
CLIENT is responsible for all amounts due to Leasing Company to satisfy the old Lease and obtain clear Title to the equipment it is trading in to SMILE.

D. SMILE to provide check to CLIENT to pay-off old Lease
CLIENT will pay off old Lease with Leasing Company to obtain clear Title. If the amount to pay off the old Lease is greater than the check provided by SMILE to the CLIENT, CLIENT is responsible for paying the difference to satisfy clear Title.

Check Amount _____

Return Options

F. SMILE to keep equipment
SMILE may dispose of such equipment as it sees fit immediately after pick-up from CLIENT location.

G. SMILE return equipment on behalf of CLIENT
Smile will pick-up equipment from the CLIENT site but will not be responsible for the condition of the equipment upon arrival or ensure the equipment while in transport to the location designated by the Leasing Company. CLIENT is responsible for obtaining the Return Authorization from the Leasing Company and submitting it to Smile in a timely fashion so that Smile may ship the equipment to the Leasing Company. Smile is not responsible for delays in shipping or the resulting charges that CLIENT may incur from Leasing Company due to a delay in the arrival of the return equipment.

H. CLIENT to keep equipment
CLIENT will keep the equipment paid off in this transaction.

I. CLIENT to return equipment to Leasing Company

Smile is not responsible for additional charges billed by Leasing Company beyond those listed in the payoff document provided to Smile by CLIENT. CLIENT is responsible for returning old equipment to Leasing Company.

_____
initial

Delivery & Billing

Smile BPI – Standard Lease

Delivery

Ship To:

Company Name: Plumas County Building & Planning Dept.

Address: 555 Main Street

City, State & Zip: QUINCY,CA,95971

Contact Name: Heidi Wightman

Phone: 530-283-7007

E-Mail: HEIDI.WIGHTMAN@COUNTYOFPLUMAS.COM

Stairs at Shipping Location [ ] Yes [X] No

Requested Delivery Date: TBD

Special Delivery Instructions

Connectivity Option: **Circle one**: Complete On-line or Hardcopy

[ ] Basic [ ] Advanced

Name of IT | Contact Person _____

Phone or Email Address _____

Billing Contact

[X] Same as Shipping

Bill To:

Legal Company Name _____

Company Name: Plumas County Building & Planning Dept.

Address: 555 Main Street

City, State & Zip: QUINCY,CA,95971

Contact Name _____

Phone _____

E-Mail _____

[ ] Corporation* [ ] Partnership* [ ] Proprietorship *If Corporation or Partnership, please provide Federal ID# _____

Authorization

By signing below CLIENT herby affirms that the information provided is true and complete. SMILE is authorized to a) conduct a credit check on CLIENT and b) SMILE or any other investigative agency employed by SMILE to investigate the references herein listed or statements or other data obtained from me or from any other person pertaining to my credit and financial responsibility.

Authorized Signature _____ Print Name _____ Date _____

Title _____

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and Shasta Treatment Associates to provide a Sex Offender Management Program for juveniles and adults; effective July 1, 2023; not to exceed $8,000.00; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and Shasta Treatment Associates to provide a Sex Offender Management Program for juveniles and adults for Fiscal Year 2023-2024.

Background and Discussion:

The Probation Department has previously contracted with Shasta Treatment Associates, who offers a highly reputable service, and can provide these services to both juvenile and adult probation clients. This contract will not have an impact on the General fund, as expenses related to juvenile clients will be paid for out of the Youthful Offender Block Grant, and should an adult client default entirely on their payments, SB678 or AB109 Professional Services funds would be used.

Action:

It is respectfully requested that the Chair ratify and sign the service agreement between Plumas County Probation Department and Shasta Treatment Associates in Fiscal Year 2023-2024.

Fiscal Impact:

No impact to the General Fund. An amount not to exceed $8,000.00 would be paid out of department 20415 for Juvenile clients, and 20409/20418 for Adult clients.

Attachments:

1. PRB-Shasta Treatment F23.24 BOS SIG REQ

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Probation Department (hereinafter referred to as "County"), and Shasta Treatment Associates, a general partnership, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eight Thousand Dollars ($8,000).

3. Term. The term of this agreement shall be from July 1, 2023, through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Probation Department
County of Plumas
270 County Hospital Rd., Ste.128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer

Contractor:

Shasta Treatment Associates
804 East Cypress Avenue, Suite 100
Redding, CA 96002
Attention: Barbara Gephart M.A., General Partner

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Shasta Treatment Associates, a general partnership

By: Barbara Gephart
Name: Barbara Gephart, M.A.
Title: General Partner
Date signed: 7-25-23

By: Sylvia Holochwost
Name: Sylvia Holochwost
Title: General Partner
Date signed: 7-25-23

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Keevin Allred
Title: Chief Probation Officer
Date signed:

By: _____
Name: Dwight Ceresola
Title: Board of Supervisors - Chairman
Date signed:

ATTEST:

By: _____
Name:
Title:
Date signed:

Approved as to form:

_____ 7/18/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

1. The CONTRACTOR shall provide for the direct administration of an approved Sex Offender Management Program for persons supervised by and referred by the Plumas County Probation Department pursuant to California Penal Code Sections 1203.067(b)(1), 1203.067(b)(2), 9003 and 290.09.

    a. The CONTRACTOR will submit to the Plumas County Superior Court and/or Plumas County Probation Department and all relevant reports including, but not limited to, proof of enrollment, fees charged to each defendant, fee collection efforts, progress reports, and final evaluation.
    b. The CONTRACTOR shall submit to Plumas County Probation Department updated continued education information to verify legislative compliancy of program.
    c. If road and weather conditions are such that the CONTRACTOR is unable to travel to the session location in Redding, a make-up session will be scheduled at the earliest possible date that changing conditions allow for.
    d. The COUNTY will provide an assigned Probation Officer to provide ongoing liaison to the CONTRACTOR.

2. It is the intent of the parties to create an independent contractor relationship. CONTRACTOR acknowledges and agrees that the Probation Department will not be responsible for the withholding or payment of federal or state income taxes, Social Security, Workers Compensation coverage, unemployment insurance, nor disability insurance. It is understood that CONTRACTOR works as an independent contractor and does not hereby become an employee of the county or the court.

EXHIBIT B

Fee Schedule

Compensation shall be as follows:

CONTRACTOR and COUNTY both agree that CONTRACTOR will directly bill Probation supervised persons who are mandated to be placed in a Sex Offender Management Program for any and all fees related to the program and evaluations pursuant to California Penal Code Sections 1203.067 and 290.09.

CONTRACTOR and COUNTY both agree that COUNTY will pay any and all fees for Probation supervised persons who are mandated to be placed in a Sex Offender Management Program, but who are determined by the Court to be unable to pay for such required program and evaluations pursuant to California Penal Code Sections 1203.067(c) and 290.09.

CONTRACTOR and COUNTY both agree that COUNTY will pay any unpaid fees for Probation supervised persons who are mandated to be placed in a Sex Offender Management Program and consequently do not pay after a period of six (6) months following continued and increasing efforts by CONTRACTOR to collect such unpaid fees pursuant to California Penal Code Sections 1203.067(c) and 290.09.

1. Adult Sex Offender Management Group and Individual Sessions: CONTRACTOR will charge the client the following:
    a. $200 each month for the following services:
        i. Intake applications and risk assessments
        ii. Up to 3 group/individual sessions
        iii. Quarterly reports
        iv. Supplemental reports if applicable
        v. Discharge and exit applications
    b. $50 for each missed session
    c. $75 for requested family sessions
    d. $75 for high risk offenders additional sessions
    e. $150 per hour (door-to-door) for court appearances/therapist/expert witness and travel expenses
    f. $350 for each polygraph (includes review)

2. Juvenile Sex Offender Management Group and Individual Sessions: CONTRACTOR will charge the Department of Probation the following:
    a. $200 each month for the following services:
        i. Intake applications and risk assessments
        ii. Up to 3 group/individual sessions per week
        iii. Quarterly reports
        iv. Supplemental reports if applicable
        v. Discharge and exit applications
    b. $50 each missed session
    c. $75 for requested family sessions

d. $75 for high risk offenders additional sessions
g. $150 per hour (door-to-door) for court appearances/therapist/expert witness and travel expenses
e. $350 for each polygraph (includes review)

3. Any auxiliary compensation (special training, travel, cost of meals, unusual expenses encountered during evaluation, etc.), must have prior approval of the Chief Probation Officer.

PARTNERSHIP AGREEMENT

This agreement ("Agreement") is entered into and effective as of January 3, 2006, by BARBARA GEPHART and SYLVIA HOLOCHWOST (collectively the "Partners" and individually a "Partner" as the context requires).

The partners, as partners by this agreement, form a general partnership under the laws of the State of California and agree as follows:

1. Purpose. The parties voluntarily associate themselves together as general partners for the purpose of engaging in counseling individuals, couples and families, and organizing, managing and assisting forensic treatment groups, including all things that may be incidental to or in furtherance of those purposes.

2. **Name.** The name of the partnership shall be SHASTA TREATMENT ASSOCIATES PARTNERSHIP (the "Partnership").

3. **Term.** The Partnership commenced on January 3, 2006, and is hereby renewed and affirmed by the execution of this Agreement and shall continue until dissolved by mutual agreement or terminated as herein provided.

4. Principal Place of Business. The principal place of business of the Partnership shall be those places as may be mutually agreed upon by the parties, including, but not limited to, 804 Cypress Ave., #100, Redding, CA 96002.

5. **Capital.** Partners will be responsible for any and all capital contributions. Partners agree to provide identification to local, state and federal government authorities including, but not limited to, those authorities governing tax and business, and to financial institutions such as banks and credit companies.

6. Withdrawal of Capital. Partners shall be entitled to receive any interest on their capital contributions.

7. Profit and Losses. The Partnership's profits and losses shall be shared between the partners as follows:

BARBARA GEPHART	50%
SYLVIA HOLOCHWOST	50%

8. **Distribution of Profits.** Partners shall receive distribution only upon unanimous, express, written consent from both Partners.

9. Capital Account Maintenance. Partners shall be responsible for maintaining all capital accounts.

10. Books of Account: At all times during the continuance of this Partnership, Partners shall keep accurate books of account in which all matters relating to the Partnership, including all income, expenditures, assets and liabilities thereof shall be rendered.

11. Fiscal Year. The fiscal year of the Partnership shall end on December 31st.

12. Annual Report. Within sixty (60) days after the end of each fiscal year, Partners shall furnish all paperwork necessary to file state and federal tax returns and any additional information the Partners may require for the preparation of their individual Federal and State Income Tax Returns.

13. Management. The partners designate BARBARA GEPHART to serve as Managing Partner. Managing Partner shall be responsible for the day-to-day management and ministerial acts of the partnership. Power of decision shall be vested in her. Her powers and duties shall include control over the Partnership's books and records and hiring any independent certified public accountants she deems necessary for this purpose. Except as otherwise expressly provided in this Agreement, all things to be done by the Partnership shall be done under Managing Partner's control and supervision. In the event Partner should become incapacitated or unwilling to serve as managing Partner, Partner Holochwost shall serve as sole managing partner until the partnership is dissolved unless otherwise unanimously agreed by the parties.

14. Time Devoted to Partnership. Each partner shall be required to devote as much of its time and attention to the Partnership business as the partners deem reasonable or necessary for the furtherance of such business.

15. Withdrawal of Partner. Upon 30 days written notice of intent to the other Partner, either Partner may dissociate from the Partnership by withdrawing as a Partner.

16. Limited Transferability. Except as otherwise provide in this Agreement, no Partner may sell, assign, transfer, encumber or otherwise dispose of any Partnership interest, without the written consent of the other partner and shall not pass title to any partnership interest in the absence of such consent. A partner may transfer all or part of his interest in the Partnership only to any person after the partner making the transfer has first offered the other Partners the right of first refusal.

17. Death of Partner. In the event a Partner should die, the Partnership affairs shall be wound up, the Partnership assets liquidated, its obligations to creditors, to the extent permitted by law, shall be paid and the surplus distributed to surviving Partner.

18. Admission of New Partners. A new partner may be admitted to the Partnership, but only with the written approval of all Partners. Each new partner shall be admitted only if it shall have executed this Agreement and an appropriate supplement to it, in which it agrees to be bound by the terms and provisions of this Agreement as they may be modified by that supplement. Admission of any new partner shall not cause dissolution of the Partnership.

19. Amendments. This Agreement may be amended at any time and from time to time but any amendment must be in writing and signed by each person who is then a partner.

20. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors, assigns and personal representatives of the parties except to the extent of any contrary provision in this Agreement.

21. Notices. Any and all notices between the parties provided for or permitted under this Agreement or by law shall be deemed duly served when personally delivered to a partner or in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such partner at the address of the principal place of business of the Partnership or to such other place as may, from time to time, be specified in a notice given pursuant to this Paragraph at the address for service of notice on such partner.

22. Consents and Agreements. Any and all consents and agreements provided for or permitted by this Agreement shall be in writing and a signed copy thereof shall be filed and kept with the books of the Partnership.

23. Sole Agreement. This instrument contains the sole and only agreement of the parties relating to their Partnership and correctly sets forth the rights, duties and obligations of each of the others in connection therewith as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect.

24. Choice of Law and Venue. Partners agree this Agreement shall be governed by the laws of the State of California and that any litigation shall be conducted in Shasta County Superior Court.

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25. Attorney fees and Costs of Suit. Partners agree that in the event of litigation to interpret or enforce the terms of Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs of suit.

EXECUTED in Redding, California.

Date 2-9-2023

Barbara Gephart
Barbara Gephart

Date 2-9-2023

Sylvia Holochwost
Sylvia Holochwost

BARBGEP-CL AARREDONDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0603247 George Petersen Insurance Agency, Inc. 2920 Bechelli Lane Redding, CA 96002	CONTACT NAME: PHONE (A/C, No, Ext): (530) 244-9400 FAX (A/C, No): (530) 244-9444 E-MAIL ADDRESS: info@gpins.com
INSURED Shasta Treatment Associates 804 E. Cypress Ave Suite 100 Redding, CA 96002	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Allied Insurance — 42579 INSURER B : State Compensation Insurance Fund — 35076 INSURER C : Lloyds of London — 120098 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		ACP7834332308	1/15/2023	1/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY — SCHEDULED AUTOS X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY			ACP7834332308	1/15/2023	1/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB — OCCUR EXCESS LIAB — CLAIMS-MADE DED — RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1914297-23	5/1/2023	5/1/2024	X PER STATUTE — OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions			W32407230201	5/3/2023	5/3/2024	Aggregate	2,000,000
C	Errors & Omissions			W32407230201	5/3/2023	5/3/2024	Each Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Work performed by named insured on behalf of certificate holder
Shasta County its elected officials, officers, employees, agents and volunteers are named as additional insured with respects to General Liability per PB 60 03 04 11. Form attached

CERTIFICATE HOLDER

SHASTA COUNTY HEALTH & HUMAN SERVICES SOCIAL SERVICE BRANCH
2770 Pioneer Dr
REDDING, CA 96001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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cph insurance

PHILADELPHIA INSURANCE COMPANIES

Certificate of Liability Insurance

Date Issued: 05/31/2023

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
Administered by: CPH Insurance · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Robin Johnston
804 east Cypress
Redding, CA 96002

Policy Number: E47351
Policy Term: 06/22/2023 to 06/22/2024
Occupation: Licensed Marriage and Family Therapist

Covered Locations

Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	$ 1,000,000	$ 3,000,000
Supplemental Liability	$ 1,000,000	$ 3,000,000
Licensing Board Defense	$ 35,000	$ 35,000
Commercial General Liability	N/A	N/A
◦ *Fire/Water Legal Liability*	N/A	N/A
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

C. Philip Hodson

Authorized Representative
C. Philip Hodson

cph insurance

PHILADELPHIA INSURANCE COMPANIES

Certificate of Liability Insurance

Date Issued: 05/31/2023

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
Administered by: CPH Insurance · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Robin Johnston
804 east Cypress
Redding, CA 96002

Policy Number: E47351
Policy Term: 06/22/2023 to 06/22/2024
Occupation: Licensed Marriage and Family Therapist

Covered Locations

Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	$ 1,000,000	$ 3,000,000
Supplemental Liability	$ 1,000,000	$ 3,000,000
Licensing Board Defense	$ 35,000	$ 35,000
Commercial General Liability	N/A	N/A
▫ *Fire/Water Legal Liability*	N/A	N/A
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

C. Philip Hodson

Authorized Representative
C. Philip Hodson

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and Redwood Toxicology, Inc. to perform drug testing services for Probation clients; effective July 1, 2023; not to exceed $70,000.00; (General Fund Impact) $14,600.00 with remainder funded through grants; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and Redwood Toxicology, Inc. to perform drug testing services for Probation clients in Fiscal Year 2023-2024.

Background and Discussion:

The Probation Department is continuing it's long-standing contract with Redwood Toxicology, Inc. to perform laboratory testing on specimens collected from Probation clients.

Action:

It is respectfully requested that the Chair ratify and sign the service agreement between Plumas County Probation Department and Redwood Toxicology, Inc. in Fiscal Year 2023-2024.

Fiscal Impact:

The amount allocated in Probation's General Fund - 20400 for Drug Testing and Supplies in Fiscal Year 2023-2024 is $14,600.00 in the FY22-23 recommended budget. The remainder will be split amongst all other Probation grant funding on a per use basis.

Attachments:

1. PRB-Red Tox F23.24 BOS SIG REQ

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and Redwood Toxicology Laboratory, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Seventy Thousand Dollars ($70,000.00).

3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Redwood Toxicology Inc. from July 1, 2023 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. 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 claim limit of ten million dollars ($10,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of $2,000,000 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. 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. Any insurance limitations are independent of and shall not limit the Indemnification terms of this Agreement; and

      iii. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any

insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Probation Department
County of Plumas
270 County Hospital Rd., Ste. 128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer

Contractor:

Redwood Toxicology Laboratory
3650 Westwind Blvd.
Santa Rosa, CA 95403
Attention: Mary Tardel, Director, Government Services

With a copy sent to:

Abbott Laboratories
100 Abbott Park Road

Abbott Park, IL 60064 USA
Attention: DVP and Associate General Counsel, RMDx Legal

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder

or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Redwood Toxicology Laboratory Inc., a California corporation

By:
Name: Mary Tardel
Title: Director, Government Services
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:
Name: Keevin Allred
Title: Chief Probation Officer
Date signed:

By: _____
Name: Greg Hagwood
Title: Board of Supervisors - Chair
Date signed:

Attest:

By: _____
Name:
Title:
Date signed:

Approved as to form:

_____ 7/26/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

Contractor and County agree as follows:

1) **DRUG TESTING SERVICES**
   a. Contractor will provide the Services, as described in this Agreement, in connection with the County's drug and alcohol testing program. Drugs and panels to be tested by Contractor are described in Exhibit B-1.
   b. Contractor will provide screening and confirmation Services for alcohol and drugs of abuse in urine and oral fluids. Screening and confirmation methodologies vary by drug or metabolite and are subject to change at Contractor's discretion. The most current screening and confirmation methodologies by drug, metabolite and/or panel are provided on Contractor's website.
   c. Contractor's standard service includes all urine collection and shipping supplies. Supplies include requisition forms, specimen collection bottles, security seals and pre-paid shipping labels or containers. All items shipped FOB Shipping Point. Shipping costs for outbound supplies and inbound specimens are provided in Exhibit B-1.
   d. Contractor will supply electronic reporting of laboratory results through our proprietary webpage at https://toxaccess.redwoodtoxicology.com. Fax summary and/or hard copy reports will be provided upon written request by County.
   e. Turnaround time for results varies by test and method. Timely receipt of the specimen at the lab may be impacted by weather or postal/courier service delays. Turnaround time may be delayed if Contractor is in receipt of a specimen that shows signs of tampering or has illegible writing on the chain of custody or label. Below is an approximation of Contractor's turnaround times:

Urine Drug Testing

- Negative results for standard tests (non-esoteric) are available within twelve (12) to twenty-four (24) hours after receipt of specimen(s) at Contractor during normal business hours.
- Confirmed positive results of standard tests requiring gas chromatography mass spectrometry ("GC-MS"), liquid chromatography with tandem mass spectrometry ("LC-MS/MS") or gas chromatography with flame ionization detection ("GC-FID") will be reported within forty-eight (48) to ninety-six (96) hours from the time of receipt of specimen(s) at Contractor's facility, or after receiving request for GC-MS, LC-MS/MS, or GC-FID confirmation.
- Confirmed positive results of esoteric tests requiring gas chromatography mass spectrometry ("GC-MS"), liquid chromatography with tandem mass spectrometry ("LC-MS/MS") or gas chromatography with flame ionization detection ("GC-FID") will be reported within forty-eight (48) to one-hundred twenty (120) hours from the time of receipt of specimen(s) at Contractor's facility, or after receiving request for GC-MS, LC-MS/MS, or GC-FID confirmation.
- When County requests a retest or a confirmation on a screened positive to a specimen in storage, turnaround time can take up to seven (7) days.

- When the laboratory determines that retesting is required, additional time may be necessary.

Oral Fluid Drug Testing

- Negative results for oral fluid drug screens are available within forty-eight (48) to ninety-six (96) hours after receipt of specimen(s) at Contractor during normal business hours.
- Confirmed results by GC-MS, LC-MS/MS will be reported within seventy-two (72) to ninety-six (96) hours after receiving request for GC-MS or LC-MS/MS confirmation.
- Confirmed positive results or esoteric testing requiring gas chromatography mass spectrometry ("GC-MS"), liquid chromatography with tandem mass spectrometry ("LC-MS/MS") or gas chromatography with flame ionization detection ("GC-FID") will be reported within forty-eight (48) to ninety-six (96) hours from the time of receipt of specimen(s) at RTL's facility, or after receiving request for GC-MS, LC-MS/MS, or GC-FID confirmation. In some cases, where retesting is required, additional time may be necessary.
- When Contractor requests a retest or a confirmation on a screened positive to a specimen in storage, turnaround time can take up to seven (7) days.
- When the laboratory determines that retesting is required, additional time may be necessary.
- Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes, drugs/metabolites within a targeted panel (i.e. synthetic cannabinoids or steroids) and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

f. Contractor will retain positive specimens for one (1) month.
g. Contractor will provide litigation packets and court representation/testimony at the prices outlined in Exhibit B-1.

2) DRUG TESTING PRODUCTS

a. Contractor will provide Products, as described in this Agreement, in connection with the County's drug and alcohol testing program at the prices outlined in Exhibit B-1. Contractor may substitute a generic (unbranded) Product of an identical configuration, at the same price, when branded devices are not available.
b. Collection and shipping supplies are available for Products. Supplies include requisition forms, specimen collection bottles or beakers, security seals and pre-paid shipping labels or containers. Costs for these collection and shipping supplies are described in Exhibit B-1

EXHIBIT B

1) PRICE, PAYMENT and RETURNS

a. Price.

i. County agrees to pay Contractor for Services and Products in accordance with the pricing provided in Exhibit B-1. Contractor may adjust the price for Services and Products by providing written notice to the County at least thirty (30) days prior to adjustment.

ii. At the Renewal of contract, Contractor is permitted to increase then-current pricing in its discretion effective thirty (30) days after Contractor provides written notice of such price increase to County.

b. Payment.

i. Services: Contractor will bill the County for Services on a monthly basis. County agrees to make payments to Contractor within thirty (30) days from the date of invoice.

ii. Products: Contractor will bill County for Products upon shipment of order. Invoices for Products are sent separately from Services invoices. County agrees to make payments to Contractor within thirty (30) days from the date of invoice.

iii. Overdue accounts bear interest at a rate of 1.5% a month or the maximum amount allowed by law.

c. Returns

Any order rejected by the County on the basis that the Product is either incorrect or non-conforming or is defective may be returned to Contractor for full credit or replacement. All claims must be made within 30 days from date of invoice. A finance charge of 1.5% a month will be assessed on all invoices that are past due.

Abbott

3650 Westwind Boulevard
Santa Rosa, CA 95403
T: +1 800 255 2159
F: +1 707 577 8102

Exhibit B-1
Pricing Schedule
Plumas County Probation Department
Effective July 1, 2023

Section I: Laboratory Drug & Alcohol Testing Services - Urine

URINE LAB TESTS - STANDARD DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
R96	Urine 9 Panel ALC,AMP,BAR,BZO,COC,CR,OPI,OXY,THC - Screen Only	$10.00
Various	GC-MS, LC-MS/MS Standard Urine Confirmation - cost per drug	$16.50
5094	6-Monoacetylmorphine (6-MAM) - Confirmation	$16.50
5047	GC-FID Alcohol Confirmation	$16.50
SP71	Urine 2 Panel HCG,SG	$10.17
P69	Urine 3 Panel CR,PH,SG	$6.62

Initial screening of standard laboratory tests at RTL will be performed by enzyme immunoassay (EIA). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS), liquid chromatography-tandem mass spectrometry (LC-MS/MS), or gas chromatography-gas flame ionization (GC-FID), depending on drug class. GC-FID is used only on samples requiring alcohol (EtOH) confirmation. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change

URINE LAB TESTS - SPECIALTY DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
092	Buprenorphine - Screen Only	$6.42
5292	Buprenorphine - Confirmation Only	$34.00
646 or 647	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - EtG Screen with Automatic Confirmation of Positives for both EtG & EtS	$16.50
5647	Ethyl Glucuronide/Ethyl Sulfate (EtgG/EtS) Alcohol metabolite - Confirmation Only	$16.50
2101	Fentanyl - Screen Only	$6.42
5504	Fentanyl - Confirmation Only	$40.00
5560	Gabapentin - Confirmation Only	$90.00
5960	Kratom - Confirmation Only	$75.00
1163	LSD - Confirmation Only	$35.00
091	Tramadol - Screen Only	$10.00
5212	Tramadol - Confirmation Only	$35.00

URINE LAB TESTS - SPECIALTY DRUG PANELS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
8473	Synthetic Marijuana (K2/Spice) - Standard Panel	$30.00
8474	Synthetic Marijuana (K2/Spice) - Premium Panel	$40.00
5554	Fentanyl - Premium Panel	$45.00

Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids

ORAL FLUID LAB TESTS - STANDARD DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
2101001	Quantisal Oral Fluid Collection Device - *purchase required prior to testing*	$2.20
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	$20.00
9521	Oral Fluid 8 Panel AMP,BAR,BZO,COC,MTD,OPI,PCP,THC - Screen + Auto Confirm of Positives	$19.72

Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS) or liquid chromatography-tandem mass spectrometry (LC-MS/MS), depending on drug class. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.

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Abbott

Exhibit B-1
Pricing Schedule
Plumas County Probation Department
Effective July 1, 2023

Section III: Laboratory Supplemental Services

PROBLEMATIC SPECIMEN CHARGES AND ADDITIONAL SERVICE CHARGES

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	$10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	$25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL In Error	$100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	$10.00
AFFD	Affidavits	$100.00
INTP	Interpretations	$100.00
STAT	STAT Testing Requests (Priority)	$100.00
CORT	Telephonic or Webinar Court Testimony	$250.00
	In-Person Court Testimony	$700 per day + travel
FEDEX	Short Shipment - Less than Five (5) Specimens Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service.	$25.00

Collection & Shipping Supplies
RTL provides all necessary urine specimen collection kits and shipping supplies to its clients at no additional cost. For urine testing these supplies include:

- Urine specimen collection kits: beakers with built-in temperature strips and specimen bottles
- Specimen baggies with absorbent material
- Lab requisition (chain of custody) forms – pre-printed and/or self-print electronic collection
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped on an 'at cost' basis. FOB Shipping Point

Abbott

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Exhibit B-1
Pricing Schedule
Plumas County Probation Department
Effective July 1, 2023

Section IV: Rapid Drug & Alcohol Screening Devices

PANEL-DIP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0016	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	$3.75	$93.75
01 102 0017	6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	$3.75	$93.75
01 102 0024	6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	$3.75	$93.75
01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	$3.75	$93.75
01 102 0174	6	PANEL DIP 06 AMP300/COC150/MAMP500/MDMA/MOP300/THC	$3.75	$93.75
01 102 0175	6	PANEL DIP 06 BZO/COC150/MAMP500/MDMA/MOP300/THC	$3.75	$93.75
01 102 0202	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC	$3.75	$93.75
01 102 0203	6	PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC	$3.75	$93.75

iCUP A.D. SUBSTANCE ABUSE TEST DEVICE – with adulteration

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2069	8	iCup A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC w/adulteration (OX,CR,PH)	$2.88	$72.00

REDICUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0026	4	RC 04 COC300/MAMP1000/MOP300/THC	$2.25	$56.25
01 102 0027	5	RC 05 BZO/COC300/MAMP1000/MOP300/THC	$2.25	$56.25
01 102 0028	5	RC 05 COC300/MAMP1000/MOP300/PCP/THC	$2.25	$56.25
01 102 0121	5	RC 05 AMP1000/COC300/MAMP1000/MOP300/THC	$2.25	$56.25
01 102 0029	6	RC 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	$2.48	$62.00
01 102 0135	6	RC 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC	$2.48	$62.00
01 102 0058	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/THC	$3.20	$80.00
01 102 0059	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MOP300/MTD/PCP/TCA/THC	$3.20	$80.00
01 102 0137	10	RC 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	$3.20	$80.00

ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0015 / ABTDOAF113701A	13	CUP 13 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/MAMP1000/ MDMA500/MTD300/OPI300/OXY100/THC50/TRA200 - ***FFUO****	$4.75	$118.75
01 501 0016 / ABTDOAF114701A	14	CUP 14 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/K2-30/MAMP1000/ MDMA500/MTD300/OPI300/OXY100/THC50/TRA200	$5.50	$137.50

ORAL FLUID DRUGS OF ABUSE - *For Forensic Use Only*

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2025	6	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC12 - ***FFUO****	$6.76	$169.00

ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0070 / ABTDUAF112701A	12	CUP AMP500/BUP10/BZO300/COC150/ETG500/FTY20/MDMA500/MET500/MOP300/MTD300/OXY100/THC25 w/ adulteration (CR, pH, SG) - ***FFUO****	$3.65	$91.25

SALIVA/BREATH ALCOHOL PRODUCTS

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 532 0020	N/A	ACON Breath Alcohol Device .02 (20/box)	$2.34	$46.80

COLLECTION SUPPLIES

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
031246	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	$0.00	$0.00
031380	N/A	6.5 oz/ Graduated Beaker	$0.00	$0.00
031258	N/A	Temperature Strip	$0.00	$0.00

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point.

**Forensic Use Only (FFUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and the County of Shasta for use of their Juvenile Rehabilitation Facility; effective July 1, 2023; not to exceed $150,000.00; (General Fund Impact) only while juvenile is awaiting a court hearing with remainder funded through grants; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and the County of Shasta for use of their Juvenile Rehabilitation Facility.

Background and Discussion:

The Plumas County Probation Department is contracting with the County of Shasta for access to their Juvenile Rehabilitation Facility for detention of youth. The rate for a standard bed occupied by a ward is $175.00 per day, the rate for a ward placed in a River's Edge Academy (REA) bed is $369.00 per day, and the rate for a ward placed on the Secure Track Treatment Program (STTP) is $489.00 per day.

Action:

It is respectfully requested that the Chair sign and ratify the agreement between Plumas County Probation Department and the County of Shasta in Fiscal Year 2023-2024.

Fiscal Impact:

Impact to the General Fund will only occur when a juvenile is awaiting a court hearing whilst in detention. The budget in 20400 is $20,000.00 for the Fiscal Year 2023-2024 recommended budget. The rest of the impact will fall on 20415 - Youthful Offender Block Grant for standard beds, and 20404 - SB823/Division of Juvenile Justice Realignment Block Grant for children placed on the Secure Track Treatment Program.

Attachments:

1. PRB-Shasta JV F23.24 BOS SIG REQ

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AGREEMENT BETWEEN THE COUNTY OF SHASTA AND THE COUNTY OF PLUMAS FOR PLACEMENT OF JUVENILE COURT WARDS AT SHASTA COUNTY JUVENILE REHABILITATION FACILITY

This agreement is entered into between the County of Shasta, a political subdivision of the State of California ("Shasta County") and the County of Plumas, a political subdivision of the State of California ("Placing County") ("Shasta County" and "Placing County" are, collectively, the "Parties" and individually a "Party") for the purpose of allowing Placing County to place wards of the juvenile court ("Placing County Ward") in Shasta County's Juvenile Rehabilitation Facility on a space-available basis.

Section 1. RESPONSIBILITIES OF PLACING COUNTY.

A. Pursuant to the terms and conditions of this agreement, Placing County shall pay Shasta County one of the following bed rates:

1. The sum of $175.00 per day, or portion of the day, for each standard bed occupied by a Placing County Ward.

2. The sum of $369.00 per day, or portion of the day, for each River's Edge Academy (REA) bed occupied by a Placing County Ward.

3. The sum of $489.00 per day, or portion of the day, for each Secure Track Treatment Program (STTP) bed occupied by a Placing County Ward.

B. In addition to the payment provided in Section 1.A., Placing County shall pay any and all costs associated with the placement of any Placing County Ward, including, but not limited to, the following:

1. Costs of any hospital, medical, mental health or surgical care or treatment, including the costs of prescription medication;

2. Costs of dental or orthodontic care;

3. Costs of educational services not compensated for by the State of California;

4. Costs of transportation and maintenance between Placing County and the Juvenile Rehabilitation Facility; and

5. Any and all workers' compensation costs for the Placing County Ward, should Placing County's Ward file a workers' compensation claim.

C. Placing County shall be solely responsible for providing any and all legal services for the Placing County Ward and is solely responsible for any costs of legal services provided.

D. In the event a petition for a writ of habeas corpus or similar proceeding is initiated

by or on behalf of a Placing County Ward, Placing County shall defend said litigation.

E. Placing County shall be responsible for providing Juvenile Court orders or other documentation authorizing the Placing County Ward to be housed in a Juvenile Detention Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge authorizing Shasta County to provide medical treatment prior to placement.

F. Placing County shall promptly remove any Placing County Ward upon request of Shasta County. Shasta County shall have sole discretion to request removal of any Placing County Ward. Upon decision to remove Placing County Ward, Shasta County shall notify Placing County by telephone and Placing County shall pick-up the Placing County Ward within five (5) working days of notification (or sooner if requested by Shasta County).

Section 2. **RESPONSIBILITIES OF SHASTA COUNTY.**

A. Shasta County shall maintain and operate the Juvenile Rehabilitation Facility pursuant to Article 15 of Chapter 2 of Part I of Division 2 of the Welfare and Institutions Code.

B. Except as provided in Section 2.C., accept Placing County Wards at Shasta County's sole discretion.

C. Shasta County has developed and may, from time to time, modify its criteria for the acceptance of juvenile court wards. Shasta County reserves the right, at Shasta County's sole discretion, to reject or return any ward of Placing County who Shasta County determines is unfit for placement or continued placement at the Juvenile Rehabilitation Facility.

Section 3. **SUBORDINATION OF THIS AGREEMENT TO THE FACILITY LEASE.**

Notwithstanding anything in this agreement: the parties agree that this agreement in all respects is (i)(a) subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2013 Series F (Various Correctional Facilities) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Shasta and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (i)(b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by Placing County or Shasta County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, Placing County and Shasta County shall execute such further writings as may be reasonably required to separately document any such subordination.; (ii) subject to review and written consent

of the State Public Works Board and Department of Corrections and Rehabilitation prior to execution, as is any amendment or modification thereto; and (iii) shall be terminable by Shasta County, the Placing County, or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

Section 4. COMPENSATION.

Placing County shall pay to Shasta County a maximum of $150,000 for all reasonable and necessary costs in accordance with applicable circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed $150,000.

Section 5. BILLING AND PAYMENT.

Shasta County shall submit monthly a statement of services rendered to Placing County. Placing County shall make payment within 30 days of receipt of Shasta County's statement.

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall be for one year beginning as of the last date it has been signed by all Parties. The initial term of this agreement shall automatically renew for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Placing County in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

A. If either party materially fails to perform either parties' responsibilities under this agreement to the satisfaction of either party, or if either party fails to fulfill in a timely and professional manner its obligations under this agreement, or if either party violates any of the terms or provisions of this agreement, then the party not in breach of the agreement shall have the right to terminate this agreement for cause effective immediately upon giving written notice to the party in breach of the agreement. If termination for cause is given by Shasta County to Placing County and it is later determined that Placing County was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

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B. Either party may terminate this agreement without cause on 30 days' written notice. Placing County shall pay Shasta County for all work satisfactorily completed up to the time the last of Placing County's ward is removed.

C. Placing County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement. In such event, Placing County shall immediately remove all wards placed with Shasta County and pay Shasta County for all work satisfactorily completed up to the time the last of Placing County's wards is removed.

D. Shasta County's right to terminate this agreement may be exercised by its Chief Probation Officer.

Section 8. **ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.**

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Placing County shall be entitled to no other benefits other than those specified herein. Placing County specifically acknowledges that in entering into and executing this agreement, Placing County relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. However, minor amendments, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Placing County and the Chief Probation Officer, as long as the parties use the Shasta County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

Section 9. **NON-ASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Placing County may not assign, transfer, delegate or sublet any interest herein without the prior written consent of Shasta County. The waiver by Shasta County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. **EMPLOYMENT STATUS.**

Both parties shall, during the entire term of this agreement, be construed to be independent contractors, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow either party to exercise discretion or control over the professional manner in which the other party performs the work or services that are the subject matter of this agreement. Placing County

shall not be eligible for coverage under Shasta County's workers' compensation insurance plan nor shall Placing County be eligible for any other Shasta County benefit.

Section 11. INDEMNIFICATION.

A. Placing County acknowledges that each Placing County Ward has been determined to be delinquent and that Shasta County cannot guarantee the safety of Placing County Wards. Placing County acknowledges this risk and shall defend, hold harmless, and indemnify Shasta County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of Shasta County) being damaged by the negligent acts, willful acts, or errors or omissions of the Placing County, Placing County Ward or any of Placing County's subcontractors, any person employed under Placing County, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Shasta County.

B. Shasta County shall defend, hold harmless and indemnify Placing County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of Placing County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Placing County) being damaged by the negligent acts, willful acts, or errors or omissions of Shasta County or any of Shasta County's subcontractors, any person employed under Shasta County, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Placing County.

Section 12. INSURANCE.

Each Party shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability and workers' compensation insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles with limits of liability of not less than $2 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

Section 13. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

A. If any claim for damages is filed with Placing County or if any lawsuit is instituted concerning Placing County's performance under this agreement and that in any

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way, directly or indirectly, contingently or otherwise, affects or might reasonable affect Shasta County, Placing County shall give prompt and timely notice thereof to Shasta County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.

B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

A. The parties will observe and comply with all applicable federal, state and local laws, ordinances and codes that relate to the work or services to be provided pursuant to this agreement.

B. The parties will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.

C. The parties represents that the parties are in compliance with and agrees that the parties shall continue to comply with the Americans with Disability Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

Section 15. ACCESS TO RECORDS/RETENTION.

County, federal and state officials shall have access to any books, documents, papers and records of the parties that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Shasta County or Placing County. Except where longer retention is required by federal or state law, the parties shall maintain all records for five years after Shasta County receives final payment hereunder.

Section 16. CONFLICTS OF INTEREST.

Placing County and Placing County's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of work or services required under this agreement.

Section 17. NOTICES.

A. Except as provided in section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notice required to be given pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address

specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to Shasta County:	Shasta County Probation Department Attn: Chief Probation Officer 2684 Radio Lane Redding, CA 96001 Phone: (530) 245-6200 Fax: (530) 245-6001
If to Placing County:	Plumas County Probation Department Attn: Chief Probation Officer 270 County Hospital Rd. #128 Quincy, CA 95971 Phone: (530) 283-6571 Fax: (530) 283-6165

B. Written notice shall be deemed to be effective two days after mailing. Any oral notice authorized by this agreement shall be deemed to be effective immediately.

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of Shasta County as provided for in the agreement may be executed and/or exercised by the Shasta County Chief Probation Officer or their designee.

Section 18. AGREEMENT PREPARATION.

It is agreed and understood by the parties this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code section 1654.

Section 19. CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

Section 20. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 21. **COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, Shasta County and Placing County have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the party on whose behalf their execution is made.

COUNTY OF SHASTA

DocuSigned by:
David J. Rickert
E5ED...
08/08/2023 | 9:35 AM PDT

By: DAVID J. RICKERT — Date
County Executive Officer

Approved as to form:
MATTHEW M. McOMBER
Acting County Counsel

DocuSigned by:
Trisha C. Weber
...
08/08/2023 | 8:35 AM PDT

By: Trisha C. Weber — Date
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

DocuSigned by:
James Johnson
...
08/07/2023 | 4:01 PM PDT

By: James Johnson — Date
Risk Management Analyst III

COUNTY OF PLUMAS

Keevin Allred Date
Chief Probation Officer
County of Plumas
State of California

ATTEST:

Kristina Rogers Date
Deputy Clerk of the Board of Supervisors
County of Plumas

Approved as to form:

8/21/2023
Joshua Brechtel
Deputy County Counsel

Greg Hagwood Date
Chair, Board of Supervisors
County of Plumas
State of California

STATE OF CALIFORNIA

CONSENTED TO (Pursuant to a Facility Sublease Dated October 1, 2013, between the Department of Corrections and Rehabilitation of the state of California and the County of Shasta and the County certificate to the tax certification referenced therein)

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA CALIFORNIA

By: _____
Koreen H. van Revenhorst
Deputy Director

DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA

By: _____
Michelle Weaver
Deputy Director (A)

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Plumas County Probation Department to recruit and fill, funded and allocated, vacant one (1) FTE Deputy Probation Officer I/II position; vacancy due to resignation; effective July 26th, 2023. (No General Fund Impact).**

Recommendation:

Approve and authorize Plumas County Probation Department to recruit and fill, funded and allocated, vacant one (1) FTE Deputy Probation Officer I/II position; vacancy due to resignation; effective July 26th, 2023. This Deputy Probation Officer position is funded 70% out of AB109, and 30% out of SB678.

Background and Discussion:

On July 26th, 2023, this FTE Deputy Probation Officer position became vacant due to resignation. This position is responsible for maintaining a caseload dealing with the investigation, assessment, and management of adult cases to which their supervisor assigns and monitors for compliance with Probation conditions, guidance, and accountability.
This position is critical to Probation's obligation to protect our community, reduce recidivism, restore victims and promote healthy families.

Action:

It is respectfully requested that approval be granted to recruit and fill the 1.0 FTE Deputy Probation Officer Position I/II position.

Fiscal Impact:

No impact to General Fund. An estimate for two years worth of salary and benefits for this position is calculated to be 147,729.32, split 30/70 in SB678 & AB109, resulting in an impact of 44,318.80 to 20409 over two years, and $103,410.52 to 20418 over two years.

Attachments:

1. AB109 DPO Critical staffing questionnaire FY23-24-2
2. Deputy Probation Officer II_201409161146244707
3. Deputy Probation Officer I NS 2018 (1)
4. PCPROB - Org Chart Positions Aug 2023

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
    - Yes, the Deputy Probation Officer I/II position is a legitimate business need.

- Why is it critical that this position be filled at this time?
    - The main function of this position is to cover a wide range of duties, including community supervision and preparing reports for the Court. In order to fulfill the Department's goals and mission, caseloads and workloads must be maintained at appropriate levels.
    - This particular position handles the Post Release Community Supervision caseload, a demanding caseload that requires the officer to interact with felony level offenders.

- How long has the position been vacant?
    - This position was vacated on July 26, 2023, via resignation.

- Can the department use other wages until the next budget cycle?
    - Other wages are not suitable in recruiting, hiring, and retaining Deputy Probation Officers, and are therefore not an option. The job requires specific education and experience. A permanent employee in this position is important.

- What are staffing levels at other counties for similar departments and/or positions?
    - Other county Probation Departments of similar size use a comparable number of Deputy Probation Officers.

- What core function will be impacted without filling the position prior to July 1?
    - Timely flow and completion of court related documents and assessments would be impacted. Effective community supervision would be impacted.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
    - There would not be a negative fiscal impact to the County.

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
    - The Probation Department is a general fund department.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
    - The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?
    - The Probation Department is not requesting elimination of any positions.

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
    - There is no anticipated impact to the General Fund.
    - Using values provided by Human Resources in FY23-24 for an allocated Deputy Probation Officer, including health and benefits, the estimated cost for the position over two years is $147,729.32.
    - AB109 will pick up $103,410.52, and SB678 will pick up $44,318.80, a 70/30 split. This figure may change depending on the applicant's starting rate of pay and health insurance situation, but should likely come in below this figure.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
    - AB109's reserve sustains several county agencies, not only the Probation Department's, meaning that in the event that funding was to evaporate, another funding source would have to be located to sustain the position.
    - SB678 has a significant reserve, which would be able to bear the weight of the position should AB109 falter in any way for a significant period of time.

DEPUTY PROBATION OFFICER II

DEFINITION

Under direction, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseloads of assigned probationers and monitor compliance with probation conditions; promote rehabilitation of adult or juvenile offenders through supervision, guidance and accountability ; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the journey level class for the Probation Officer series. The assigned duties are more technical and complex than those assigned to the Deputy Probation Officer I. Duties are performed with minimal guidance and supervision.

REPORTS TO

Supervising Probation Officer, Chief Probation Officer

CLASSIFICATIONS SUPERVISED

None.

DEPUTY PROBATION OFFICER II - 2

EXAMPLES OF DUTIES

- Carries an assigned caseload in the investigation and supervision of adult or juvenile offenders
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Interviews adults or juveniles, their families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Performs crisis intervention as required.
- Conducts pre-sentence investigations.
- Formulates plans of probation and presents written or oral recommendations to the court.
- Monitors behavior to determine compliance with conditions of probation.
- Prepares Affidavits of Probation violations.
- Records contacts in the field book/case files.
- Investigates and makes recommendations to Superior, and Juvenile Courts.
- Conducts search and seizure of person, property and vehicles.
- May prepare civil cases; prepares reports regarding adoptions, guardianships, conservatorships, underage marriages, and/or custody "battles" of minors.
- Advise clients of available community resources.
- Cooperates with representatives from social service and law-enforcement agencies in cases of mutual interest.
- May serve as placement officer, by scheduling placement visits and evaluations of psychological reports and making assessments for appropriate placement of minors.
- Compiles assessment and treatment plans on each placement.
- May work with placement agency and conduct follow-up on final results.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult P.O. may be asked to fulfill this duty as backup for juvenile division.
- Transports individuals in custody when necessary.
- Composes and dictates petitions, correspondence, and case histories.
- Prepares and maintains court records and reports.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- May be assigned to coordinate the Drug Testing Program and supervise Intensive Drug cases.
- May provide training and direction for support staff.

DEPUTY PROBATION OFFICER II - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment and in the field; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles of adult and juvenile probation work, including related court procedures.
- Provisions of Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes applicable to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient Writing Techniques.

Ability to

- Apply the principles and practices of adult and juvenile probation work and related court procedures in a variety of situations.
- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Operate various equipment such as typewriter and computer keyboard.
- Make oral presentations and training before groups.
- Recognize health and behavioral problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds.
- Effectively represent the Probation Department in contacts with the public, other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Prepare, review, and analyze data.

DEPUTY PROBATION OFFICER II - 4

Training and Experience:

One (1) year of professional probation work experience comparable to that of a Deputy Probation Officer I with Plumas County.

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

Possession of certification to meet California Penal Code Section 832 requirements regarding arrest, search, and seizure.

Completion of the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training, and evidence of continued compliance with annual training requirements.

Possession of CPR /First Aid Certificate.

Training and background which will meet the requirements of California Government Code Sections 1029 and 1031.

PLUMAS COUNTY **APPROVED: 3/2018**

DEPUTY PROBATION OFFICER I

DEFINITION

Under general supervision, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseload of assigned probationers and monitor compliance with Probation conditions of adult or juvenile offenders through supervision, guidance and accountability; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry/training level class for the Probation Officer class series. Incumbents work under relatively close supervision, performing the most basic assignments. As experience is gained, incumbents perform more independent duties in Intake, Supervision, and Placement Programs.

REPORTS TO

Supervising Probation Officer, Chief Probation Officer

CLASSIFICATIONS SUPERVISED

None

Last Revised: 09/2007

DEPUTY PROBATION OFFICER I - 2

EXAMPLES OF DUTIES

- Receives adult and juvenile cases assigned by supervisor.
- Conducts an inquiry into the nature of the reported offense or conduct of the client and the circumstances surrounding it.
- Interviews clients regarding the charges against them and develops family history and background information.
- Interviews client's families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Talks to the referring law enforcement officer about the case.
- Prepares and submits a court report outlining pertinent information and recommending a course of action.
- Presents the report in court and answers the judge's questions concerning the case.
- May transport juveniles to/from court.
- Reviews the case files.
- Develop a plan for making regular contacts with the probationer and provide counsel, guidance, and support.
- Arranges for restitution payments to be made.
- Checks with others who are aware of probationer's activities.
- Monitors behavior to determine compliance with conditions of probation.
- Records contacts in the field book/case file.
- Reviews progress in the case with supervisor.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult P.O. may be asked to fulfill this duty as backup for juvenile division.
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Does crisis intervention as required.
- Conducts search and seizure of person, property and vehicles.
- May advise clients of available community resources.
- May be assigned to supervise Intensive Drug cases.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- Attend training programs yearly.
- Respond to citizen complaints and information requests.

DEPUTY PROBATION OFFICER I - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office and in the field environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Federal and State laws relating to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient writing techniques.

Ability to

- Learn the principles of adult and juvenile probation work and of related court procedures.
- Learn the provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Operate various office equipment including computer
- Make oral presentations and training before groups.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Prepare, review, and analyze data.

DEPUTY PROBATION OFFICER I - 4

Training and Experience:
Qualifications needed for this position:

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field. Some previous work experience in a probation related field is highly desirable.

OR

An Associate degree from an accredited college or university in criminal justice, behavioral science, or a related field, and two (2) years of related experience, including two (2) years as a Probation Assistant in the Plumas County Probation Department.

Substitution: A combination of related education, training, and experience performing duties such as custodial care, treatment counseling, probation, parole, corrections, criminal investigation, or other related law enforcement or counseling work may be substituted for the education at a rate of one (1) year of experience for each year of education requirement.

Licenses and Certifications:

- Penal Code 832 requirements regarding arrest, search, and seizure within one year of employment.
- Ability to successfully complete 200 hours of instruction in the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training within one year of employment. Evidence of continued compliance with annual training requirements.
- Possession of CPR /First Aid Certificate
- Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.
- Ability to qualify for training and background which will meet the requirements of California Government Code Sections 1029 and 1031. Individuals with a felony conviction may not apply for positions as peace officers.
- Must be able to meet physical and psychological standards and pass a detailed background investigation.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



Chief Probation Officer

Management Analyst

Department Fiscal Officer

Administrative Assistant

Office Assistant

Supervising Probation Officer
VACANT - Recruiting

Adult Services

- *Deputy Probation Officer*
- *Deputy Probation Officer*
- *Deputy Probation Officer*
- *Deputy Probation Officer* VACANT – Recruiting
- *Deputy Probation Officer* VACANT

Probation Assistants

- *Probation Assistant*
- *Probation Assistant* VACANT - Recruiting
- *Probation Assistant* VACANT - Recruiting
- *Probation Assistant* VACANT

Juvenile Services

- *Deputy Probation Officer*
- *Deputy Probation Officer* VACANT

FTE:

Allocated: 17.0

Filled: 10.0

PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES DISTRICT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **John Mannle, Director of Public Works**

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve and authorize** Beckwourth CSA Manager **to pay Plumas Sanitation a non-contract payment in the amount of $6,750.00 for** pumping the wet well to keep it from overflowing **and to pay Jet Plumbing a non-contract payment in the amount of $2,907.07 for** troubleshooting the pump and clearing the obstruction from the pump**; (No General Fund Impact); discussion and possible action.**

Recommendation:

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Jet Plumbing totaling $2,907.07 and invoice from Plumas Sanitation totaling $4,655 without a contract and to ratify all approved work performed to date.

Background and Discussion:

On July 17, 2023, the Beckwourth CSA operator reported that the pump station had become clogged again. After repeated attempts to reverse the pump direction in hopes of dislodging the debris it was determined that a plumber was needed to physically remove the debris. Plumas Sanitation was called to pump the wet well to keep it from overflowing and causing a spill. Plumas Sanitation pumped the wet well on July 17th through July 20th.

Jet Plumbing was called and scheduled to be onsite on Thursday July 20th at 8AM and attempted to trouble shoot the pump. After repeated attempts to reverse the pump direction in hopes of dislodging the debris it was determined that a plumber was needed to physically remove the debris. Jet Plumbing entered the wet well and cleared the obstruction from the pump.

Upon completion, the pump station was functioning properly.

Action:

Approval of Payments to Jet Plumbing and Plumas Sanitation for Emergency Repair of BCSA Sewer Pump Without a Contract

Fiscal Impact:

N/A

Attachments:

1. Plumas Sanitation invoice
2. Jet Plumbing Invoice

Plumas Sanitation, Inc.
CA License #958997
73762 Industrial Dr.
Portola, CA 96122
Phone (530) 832-0370
Fax (530) 832-0373

JUL 31 2023

Invoice

Number: 21674
Date: 27-Jul-2023
P.O. Number:
Job Description:
Order Num: 21674
Serviced 20-Jul-2023

BILL TO: 15

Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

JOB SITE

Jared
Beckwourth Lift Station
Beckwourth, CA

Quantity	ServiceType	Amount	Tax	Extension
1	Septic Tank Pumping 7/17/23 - 3500gal / 7/19/23 - 5000gal / 7/20/23 - 4800gal / Total 13,300gal	$6,650.00	No	$6,650.00
5	Fuel Surcharge 5 trips	$20.00	No	$100.00

Taxable Amount	Tax Rate	Tax	Description
$0.00	0	$0.00	

Subtotal NonTaxed:	$6,750.00
Subtotal Taxable:	$0.00
Subtotal Tax:	$0.00

Payment Terms	Payment	Adjustment	Late Charge	
Net 30	$0.00	$0.00	$0.00	**Please Pay:** **$6,750.00**

You are a valued customer!

All outstanding balances subject to a finance charge computed at a periodic rate of 1.5% per month after 30 days delinquent.

From:
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Please detach here and return the bottom portion with your payment.

Order No.	Invoice No.	Date	Amount Due
21674	21674	27-Jul-2023	**$6,750.00**

To:

Plumas Sanitation, Inc.
CA License #958997
73762 Industrial Dr.
Portola, CA 96122

JET Plumbing, Heating & Drain Services
1553 Hymer Avenue
Sparks, NV 89431
Phone: (775) 331-3933
Fax: (775) 331-5584

INVOICE NUMBER 361270

BILL TO:
BECKWOURTH COMMUNITY SERVICE AREA
1834 E MAIN ST
QUINCY, CA 95971

WORK ADDRESS:
BECKWOURTH COMMUNITY SERVICE AREA
80956 HIGHWAY 70
BECKWOURTH, CA 96129

INVOICE DATE	CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS	SERVICE CALL #	WORKORDER #
07/20/2023	42384		Due Upon Receipt	361270	70996

Item ID	Description	Quantity	Unit Price	Ext Price
LABOR13	CONFINED SPACE ENTRY TEAM	7.50	300.00	2,330.00
EQUIP-CONFINED SPA	Confined Space Equipment/Safety	1.00	350.00	350.00
F	Trip Charge	1.00	200.00	200.00
MACOVER1	Tyvek XL Disp Sanitary Suit	1.00	25.00	25.00

Sales Total	2,905.00
Disc. Amount	0.00
Tax Total	2.07
Net Amount	2,907.07

PUMP JAMMED. AFTER PIT WAS PUMPED DOWN WITH PUMP TRUCK, ENTERED PIT WITH CONFINED SPACE EQUIPMENT. USED TRUCK VACUUM TO CLEAN OUT DEBRIS FROM BASIN. NEXT REACHED UNDER PUMP AND PULLED OUT METAL AND WIPES. EXITED PIT AND TESTED. PUMP NOW DRAWS 4.8 AMPS FOR A DRY PIT. TEST GOOD.

PLUMAS COUNTY
WALKER RANCH COMMUNITY SERVICE DISTRICT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc. to install water & sewer laterals; effective September 5, 2023; not to exceed $96,900.00; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

The Manager of the Walker Ranch Community Services District respectfully recommends that the WRCSD Governing Board authorize the Chair of the Board of Supervisors to execute the construction services agreement with Giles Excavating & Paving, Inc. totaling $96,900.

Background and Discussion:

During development of Bailey Creek Subdivision phase 4, unit 2, there were 7 sewer laterals and 6 water laterals that were not installed by the developer. It is unclear if this omission of service laterals was approved or even known by the Walker Ranch CSD circa 2005. Apparently, the developer planned to install water and sewer laterals off of a future cul-de-sac that was never installed. This subdivision reportedly was foreclosed on and bought by another developer who sold one of the lots in question in the fall of 2022. The buyer of the lot reportedly thought water and sewer laterals were installed, as should have been constructed. The Governing Board directed staff to install both laterals for the lot in question, but County Counsel recommended installing all missing laterals to prevent a similar problem in the future.

Staff solicited a bid in November 2022 for one water and one sewer lateral, but after consulting with the BOS it was determined that soliciting sealed bids for all the necessary laterals to be advertised in 2023 was warranted.

Five sealed bids were received to install 7 sewer and 6 water laterals were received on July 21, 2023. The bids received had total price of $145,000, $136,675, $121,121, $107,523 and the low bid of $96,900. Giles Excavating & Paving was determined to be the lowest responsible bidder. The attached construction agreement has been approved by County Counsel as to form.

WRCSD has funds budgeted for this work and doesn't require any General Funds.

Action:

Walker Ranch Water & Sewer Lateral Construction Agreement for Giles Excavating & Paving, Inc.; discussion and possible action.

Fiscal Impact:

N/A

Attachments:

1. WRCSD Agreement - Giles Excavating & Paving

Construction Agreement

This Agreement is made by and between the Walker Ranch Community Services District, a political subdivision of the State of California, (hereinafter referred to as "WRCSD"), and Giles Excavating & Paving, Inc., a California corporation, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the WRCSD with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").

2. Compensation. WRCSD shall pay Contractor for the Work in the manner set forth in Exhibit A, attached hereto. The total amount paid by WRCSD to Contractor under this Agreement shall not exceed Ninety-Six Thousand Nine Hundred Dollars and No/100 ($96,900) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.

3. Term. The term of this agreement shall be from Execution through completion of work, 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 WRCSD 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 WRCSD shall have the option to either cancel this Agreement with no further liability incurring to the WRCSD, 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), WRCSD shall not be liable for, and Contractor shall defend and indemnify WRCSD and its officers, agents, employees, and volunteers (collectively "WRCSD 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 WRCSD Parties. Contractor shall have no obligation, however, to defend or indemnify WRCSD 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 WRCSD 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 WRCSD, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "WRCSD") 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 WRCSD, 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 WRCSD, 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 WRCSD, 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 WRCSD in writing, Contractor shall furnish a certificate of insurance satisfactory to WRCSD 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 WRCSD. WRCSD 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 WRCSD 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 WRCSD 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 WRCSD, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, WRCSD. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in WRCSD. It is understood by both Contractor and WRCSD 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 WRCSD.

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 WRCSD 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 WRCSD, the WRCSD 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.

Walker Ranch Community Services District:

John Mannle, P.E., Manager
1834 East Main Street
Quincy, CA 95971
(530) 283-6268

Contractor:

Giles Excavating and Paving, Inc.
5676 Green Acres Drive
Anderson, CA 96007
Attention: Michael Giles
(530) 365-1685

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The WRCSD does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the WRCSD. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the WRCSD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the WRCSD or as part of any audit of the WRCSD 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 WRCSD or to the State Auditor upon the request of either the State Auditor or the WRCSD.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Giles Excavating and Paving, Inc.,
a California Corporation,

By:_____
Name: Michael Giles
Title: CEO & CFO
Date signed: 8-2-23

Walker Ranch CSD:

County of Plumas, a political subdivision of the State of California

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name:
Title:
Date signed:

Approved as to form:

_____ 8/1/2023
Joshua Brechtel
Deputy County Counsel

Exhibit "A"

BID SHEET

Provide bid cost for water and sewer laterals installation at Walker Ranch CSD. Cost should include all labor, equipment costs, fees, services and all applicable taxes.

The Walker Ranch CSD Governing Board reserves the right to reject any and all bids.

To evaluate your proposal capabilities, please furnish a total lump sum cost for water and sewer laterals:

Exhibit No.	Description	Bid Amount (numerical)	Bid Amount (words)
B	Sewer pressure and Water laterals per exhibit B and drawings	$96,900.00	NINETY SIX THOUSAND NINE HUNDRED DOLLARS

Along with the bid sheet, please provide the following as Attachments or Enclosures to this Bid Sheet:

- A proposed work schedule including working days

Name & Address of BIDDER (please print):

Name: GILES EXCAVATING & PAVING, INC. Title: MICHAEL GILES PRESIDENT

Address: 5676 GREEN ACRES DR. ANDERSON, CA 96007

Phone: 530-365-1685 Cell Phone: 530-[redacted]510-0028

Email: GILESEXCAVATING@YAHOO.COM

Signature: [signature] Date: 7-19-2023

Contractor's License 785968 DIR# 1000012516

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in the addenda number/s

1 & 2

(Fill in addenda numbers if addenda have been received)

EXHIBIT B

Walker Ranch CSD Water & Sewer Laterals

The following are requirements for the proposed Water & Sewer Laterals installation:

1. Water and sewer laterals to be installed are located on Marina Drive in the Bailey Creek subdivision on the peninsula at Lake Almanor. The developer did not install the laterals to these 7 lots during development stage.
2. Contractor to call for USA for underground utilities prior to starting excavations.
3. Coordinate work and taps to water and sewer main lines with the Walker Ranch CSD operator Dave Durkin, (530) 519-2683.
4. Contractor to provide traffic control during construction and provide trench plate over all excavations not backfilled prior to end of work day.

NEW UTILITY INSTALLS FOR:

BAILEY CREEK (MARINA DR)

LAKE ALMANOR PENINSULA
PLUMAS COUNTY





GENERAL CONSTRUCTION NOTES

1. It is intended that these plans and specifications require all labor and materials necessary and proper for the work contemplated and that the work be completed in accordance with their true intent and purpose. The Contractor shall notify the Engineer immediately regarding any discrepancies or ambiguities which may exist in the plans or specifications. The Engineer's interpretation thereof shall be conclusive.

2. The Contractor shall be skilled and regularly engaged in the general class and type of work called for in the plans and specifications.

3. Approval of these plans by the County or its agents shall not relieve the contractor or the applicant from the responsibility for the correction of errors or omissions discovered during construction. Upon request, the appropriate revisions shall be submitted to the Engineer and County for review and approval.

4. Prior to beginning any construction on site, a pre-construction meeting is required with the County.

5. Call Underground Service Alert (USA) at 800-642-2444 or 811 to locate underground utilities before grading on the site.

6. Not used for this project.

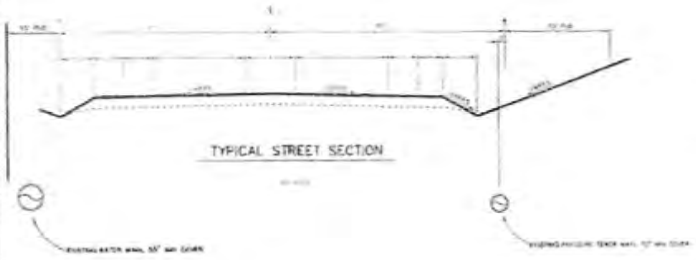
7. Notify the Public Works Engineering Division at (530) 283-6268 at least two working days before work starts.

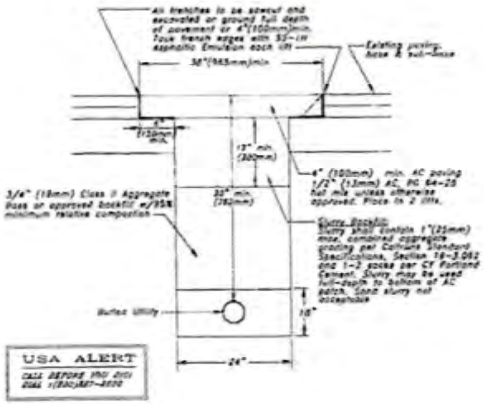
8. Work in easement and/or right-of-way is subject to the approval and acceptance of the regulatory Agency responsible for operation and/or maintenance of said easement and/or rights-of-way.

9. For all work within Public rights-of-way or easements, the Contractor shall preserve the integrity and location of any and all Public Utilities and provide the necessary construction traffic control. Contractor shall, through the Encroachment Permit process, verify with the necessary regulatory Agencies, the need for any traffic routing plan.

10. Hours of exterior construction on the project site shall be limited to 7:00 a.m. to 7:00 p.m. Monday through Friday. On-site work may occur on Saturday, but not within the County right-of-way and not on items or areas that require inspection by this department. Exterior construction shall be prohibited on Sunday and County holidays.

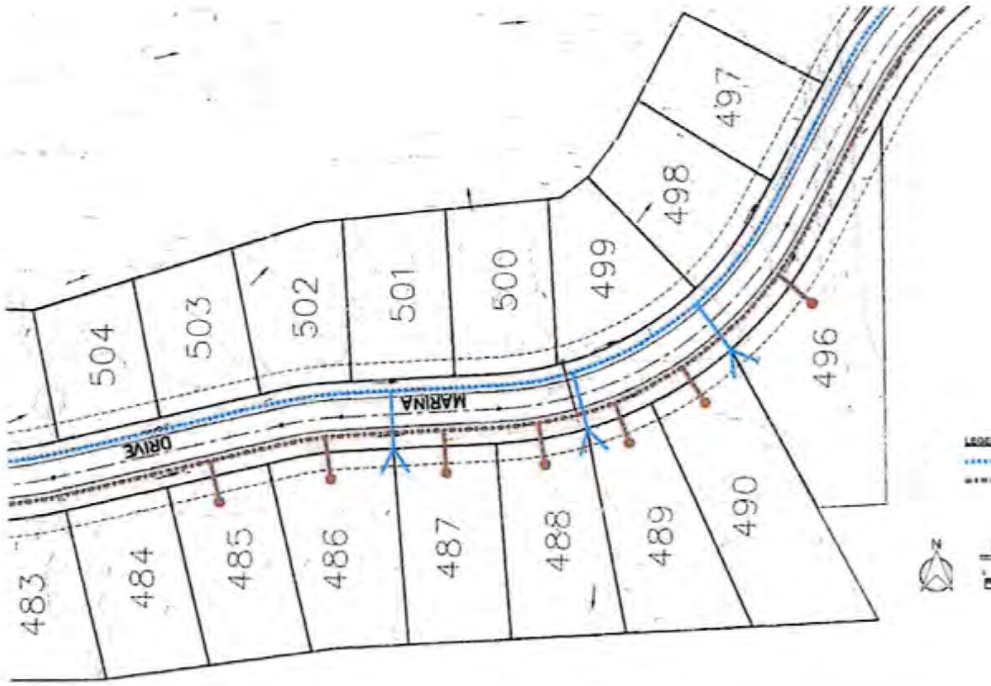
DATE:
DESIGNED:
RE / R.C.E.
PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
NEW UTILITY INSTALLS FOR:
BAILEY CREEK (MARINA DR)
LAKE ALMANOR PENINSULA
PLUMAS COUNTY
SCALE:
DRAWN: AMH
CHECKED: AMH
DATE: 6/2023
NOTES:
SHEET
1

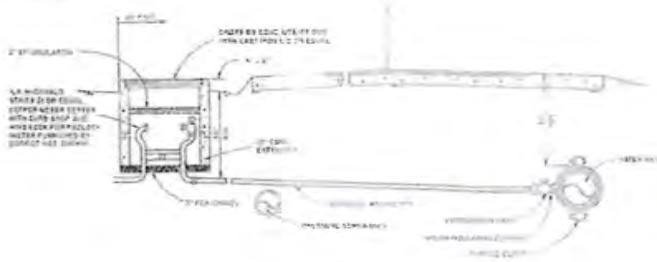




NOTES

1. Hand crackings of conduits 4" (100mm), or less in diameter are to be bored unless specifically approved by the Director of Public Works.
2. Minimum depth for trench installation is 30" (762mm), minimum depth for placed installation is 36" (914mm).
3. Trench patch elevation shall conform to original surface elevation, plus or minus 0.01' (3mm).
4. 2" (51mm) of cold mix may be used as a temporary patch until hot mix is available (See Std. Dwg. U-6).





1/2 TYPICAL WATER SERVICE



2/2 TYPICAL PRESSURE SEWER SERVICE CONNECTION

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

NEW UTILITY INSTALLS FOR:
BAILEY CREEK (MARINA DR.)
LAKE ALMANOR PENINSULA
PLUMAS COUNTY

SCALE:
DRAWN: AMN
CHECKED: WHB
DATE: 6/2023
NOTES:

SHEET
2

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **September 5, 2023**

SUBJECT: **Adopt RESOLUTION** to accept contract Agreement Number 23-30098 for the State of California Department of Health Care Services (DHCS) Drug Medi-Cal Treatment Program Substance Use Disorder Services**;** and authorize the County Behavioral Health Director to sign any documents pertaining to this agreement; **(No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Approve Resolution to accept contract Agreement Number 23-30098 from the State of California Department of Health Care Services Drug Medi-Cal Treatment Program Substance Use Disorder Services and authorize the County Behavioral Health Director to sign any documents pertaining to this agreement as the Board's designee.

Background and Discussion:

DHCS Contract Agreement Number 23-30098 sets forth the conditions and requirements that Plumas County must meet in order to be reimbursed for federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for covered services rendered by Drug Medi-Cal providers for substance-use disorder treatment to Medi-Cal beneficiaries.
This Resolution has been approved to form by County Counsel.

Action:

Approve Resolution to accept contract Agreement Number 23-30098 from the State of California Department of Health Care Services Drug Medi-Cal Treatment Program Substance Use Disorder Services and authorize the County Behavioral Health Director to sign any documents pertaining to this agreement as the Board's designee.This Resolution has been approved to form by County Counsel.

Fiscal 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.

Attachments:

1. 23-568 Resolution FINAL
2. DMC Contract

RESOLUTION NO. 23-

RESOLUTION TO ACCEPT CONTRACT AGREEMENT NUMBER 23-30098 FOR THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) DRUG MEDI-CAL TREATMENT PROGRAM SUBSTANCE USE DISORDER SERVICES

WHEREAS, DHCS Contract Agreement Number 23-30098 sets forth the conditions and requirements that Plumas County must meet in order to be reimbursed for federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for covered services rendered by Drug Medi-Cal providers for substance use disorder treatment to Medi-Cal beneficiaries.

WHEREAS, Plumas County Behavioral Health will make substance use disorder treatment services available to Medi-Cal beneficiaries residing in Plumas County.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Authorize execution of DHCS Contract Number 23-30098 from the State of California Department of Health Care Services and authorize the County Behavioral Health Director to sign any documents pertaining to this agreement as the Board's designee.

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors , County of Plumas, State of California, at a regular meeting of said Board held on the 15th day of August, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chair, Plumas County Board of Supervisors

ATTEST:

_____
Clerk/Board of Supervisors

Approved as to form:
Joshua Brechtel
Deputy County Counsel

SCO ID: 4260-2330098

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-30098	

This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

$891,000.00 (Eight Hundred Ninety-One Thousand Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A, Attachment I	Program Specifications	43
Exhibit B	Budget Detail and Payment Provisions	11
Exhibit B, Attachment I	Funding Amounts	1
Exhibit C *	General Terms and Conditions	GTC 4/2017
Exhibit D(F)	Special Terms and Conditions	41
Exhibit E	Additional Provisions	4
Exhibit F	HIPAA Business Associate Addendum	10

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Plumas

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
270 County Hospital Road, Suite 109	Quincy	CA	95971

PRINTED NAME OF PERSON SIGNING	TITLE
Sharon Sousa, LMFT	Plumas County Behavioral Health Director
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID: 4260-2330098

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-30098	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) W&I Code 14087.4		

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

DHCS and the Contractor enter into this contract pursuant to Section 14124.21 of the Welfare and Institutions Code (hereinafter referred to as W&I Code), and section 11772 of the Health and Safety Code (hereinafter referred to as HSC), DHCS and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

DHCS and the Contractor enter into this contract for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the HSC, Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I Code, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

The objective is to make substance use treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

2. Service Location

The services must be performed at applicable Drug Medi-Cal certified facilities in the County of Plumas.

3. Service Hours

The services must be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services	**County of Plumas**
Contract/Grant Manager: Scott Oros	Contract/Grant Manager: Sharon Sousa, LMFT, Interim/Acting Behavioral Health Director
Telephone: (916) 713-8887	Telephone: (530) 283-6307
Fax: (916) 322-1176	Fax: (530) 283-6045
Email: scott.oros@dhcs.ca.gov	Email: SSousa@pcbh.services

Exhibit A
Scope of Work

B. Direct all inquiries to:

Department of Health Care Services	**County of Plumas**
Department of Health Care Services MCBHD – Program Policy Section Attention: Scott Oros 1500 Capitol Avenue, MS 2702 Sacramento, CA 95814 Telephone: (916) 713-8887 Fax: (916) 322-1176 Email: scott.oros@dhcs.ca.gov	County Behavioral Health Care Services Attention: Sharon Sousa, LMFT, Interim/Acting Behavioral Health Director 270 County Hospital Road, Suite 109, Quincy, CA 95971 Telephone: (530) 283-6307 Fax: (530) 283-6045 Email: SSousa@pcbh.services

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

6. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this agreement. The State must provide Contractor advance written

Exhibit A
Scope of Work

notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

7. See Exhibit A, Attachment I, for a detailed description of the services to be performed.

Exhibit A, Attachment I
Program Specifications

Part I: Drug Medi-Cal Treatment Program Substance Use Disorder Services

Section 1: Formation and Purpose

This Exhibit A, Attachment I, Part I of the Contract is entered into by and between the Department of Health Care Services (DHCS) and the Contractor for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for Substance Use Disorder (SUD) treatment to beneficiaries residing in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14059.5, and 14124.20 – 14124.25, 14184.402, and 14184.403 of the Welfare & Institution Code (hereinafter referred to as W&I Code), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1; and the behavioral health payment reform provisions approved in the CalAIM Terms and Conditions and associated instruction issued by the department pursuant to subdivision (d) of W&I Code Section 14184.102.

A. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Division 9, Part 3, Chapter 7, sections 14000, *et seq.*, in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, and Article 1.3, Sections 14043, *et seq.*, (b) Title 22, including but not limited to Sections 51490.1, 51341.1 (with the exception of the provisions superseded by W&I Code, Division 9, Part 3, Chapter 7, Article 5.51 as set forth in this contract and/or Behavioral Health Information Notice (BHIN) related to medical necessity (BHIN 21-071), documentation requirements (BHIN 22-019), and payment reform); and (c) Division 4 of Title 9 of the California Code Regulations (hereinafter referred to as Title 9).

B. The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation or BHIN.

C. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS.

D. The objective of this Contract is to make SUD treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by enrolled DMC providers, including but not limited to Contractor-operated or subcontracted providers.

Exhibit A, Attachment I
Program Specifications

Section 2: Standard Requirements

A. Medical Necessity
Pursuant to W&I Code section 14184.402(a), the Contractor shall make all medical necessity determinations for covered SUD treatment services provided to DMC beneficiaries in accordance with W&I Code section 14059.5, regulations and guidance, including Behavioral Health Information Notice (BHIN) 21-071, issued by the Department pursuant to W&I Code section 14184.402(a), and the requirements set forth below.

B. Initial Assessment and Services Provided During the Assessment Process

1. The Contractor shall conduct DMC initial assessments via face-to-face, by telehealth or by telephone (synchronous audio-only) by a Licensed Practitioner of the Healing Arts (LPHA) or registered or certified counselor and may be done in the community or the home. If the initial assessment of the beneficiary is completed by a registered or certified counselor, then the LPHA shall evaluate that initial assessment with the counselor and the LPHA shall make and document the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conference or by telephone.

    a) Covered and clinically appropriate DMC services are reimbursable for up to 30 days following the first visit with an LPHA, registered/certified counselor, or Peer Support Specialist, whether or not a Diagnostic and Statistical Manual (DSM) diagnosis for Substance-Related and Addictive Disorders is established, or up to 60 days for beneficiaries under age 21, or if a provider documents that the beneficiary is experiencing homelessness and therefore requires additional time to complete the assessment.

    b) All SUD treatment services provided to a DMC beneficiary during the initial assessment process must be clinically appropriate to address that beneficiary's presenting condition.

2. Consistent with W&I Code 14184.402(f), clinically appropriate and covered SUD prevention, screening, assessment, and treatment services are covered and reimbursable Medi-Cal services even when: 1) services are provided prior to determination of a diagnosis or prior to determination of whether DMC criteria are met, as described above; 2) the prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan; or 3) the beneficiary has a co-occurring mental health condition.

    a) The Contractor shall not disallow reimbursement for DMC services provided during the assessment process if the assessment later determines that the beneficiary does not meet criteria for DMC.

b) The Contractor shall not disallow reimbursement for DMC provided to a beneficiary who meets DMC criteria and has a co-occurring mental health condition.

C. Services Provided After the Assessment Process

1. To qualify for DMC services after the initial assessment process, beneficiaries 21 years of age and older must meet one of the following criteria:

   a) Have at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders (the diagnosis shall be made and documented by an LPHA), or

   b) Have had at least one diagnosis from the DSM for Substance Related and Addictive Disorders, with the exception of Tobacco Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.

2. For beneficiaries under the age of 21, covered services provided under DMC shall include all medically necessary SUD services as required pursuant to Section 1396d(r) of Title 42 of the United States Code. Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions.

D. Placement into the Appropriate Level of Care

1. In accordance with W&I Code 14184.402(e), the Contractor and DMC providers shall utilize the criteria adopted by the American Society of Addiction Medicine (ASAM) to determine the appropriate level of SUD treatment service for DMC beneficiaries.

   a) A full assessment utilizing the ASAM criteria is not required for a DMC beneficiary to begin receiving covered and reimbursable SUD treatment services; an abbreviated ASAM screening tool may be used for initial screening, referral, and access to clinically appropriate services.

   b) For DMC beneficiaries 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered/certified counselor.

   c) DMC beneficiaries under 21, or for adults experiencing homelessness, a full assessment using the ASAM criteria shall be completed within 60 days of the DMC beneficiary's first visit with an LPHA or registered/certified counselor.

   d) If a DMC beneficiary withdraws from treatment prior completing the ASAM assessment and later returns, the time periods above start over.

2. The Contractor shall ensure that DMC providers are utilizing the ASAM criteria to determine the appropriate level of care.

E. Services Provided via Telehealth or Telephone

1. All DMC services, including initial assessments and medical necessity determinations, delivered via telehealth or telephone shall be provided in accordance with the telehealth requirements set forth in BHIN 23-018, and any subsequently issued BHINs that supersede BHIN 23-018

Section 3: Covered Services

A. Covered Services

1. The Contractor shall establish assessment, placement determination and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:

a) Outpatient Treatment Services

Outpatient Treatment Services (also known as Outpatient Drug Free or ODF) are provided to beneficiaries as medically necessary. Outpatient Treatment Services include the following components:

i. Assessment

ii. Individual Counseling

iii. Group Counseling

iv. Patient Education

v. Medication Services

vi. Medication Assisted Treatment (MAT) for Opioid Use Disorders (OUD)

vii. SUD Crisis Intervention Services

b) Narcotic Treatment Program Services

Narcotic Treatment Program (NTP) Services is an outpatient program that provides FDA-approved drugs to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. NTPs shall offer adequate counseling services to each beneficiary as clinically necessary. Narcotic Treatment Program include the following components:

i. Assessment

ii. Individual Counseling

iii. Group Counseling

iv. Patient Education

v. Medical Psychotherapy

vi. Medication Services

vii. MAT for OUD

viii. SUD Crisis Intervention Services

c) Intensive Outpatient Treatment Services

Intensive Outpatient Treatment services are provided to beneficiaries when medically necessary in a structured programming environment. Intensive Outpatient Treatment includes the following components:

i. Assessment

ii. Individual Counseling

iii. Group Counseling

iv. Patient Education

v. Medication Services

vi. MAT for OUD

vii. SUD Crisis Intervention Services

d) Perinatal Residential Substance Use Disorder Treatment

Perinatal Residential Substance Use Disorder Treatment is a non-institutional, non-medical, residential program which provides rehabilitation services to pregnant and postpartum women with a substance use disorder diagnosis. Each beneficiary shall live on the premises and shall be supported in their efforts to restore and apply interpersonal and independent living skills and access community support systems. Perinatal Residential Substance Use Disorder Treatment programs shall provide a range of activities and services for pregnant and postpartum beneficiaries. Supervision shall be available day and night, seven days a week. Medically

necessary rehabilitative services are provided in accordance with individualized beneficiary needs. The cost of room and board is not reimbursable under the Medi-Cal program. Facilities shall store and safeguard all residents' medications, and facility staff members may assist with resident's self-administration of medication. Perinatal Residential Substance Use Disorder Treatment include the following components:

i. Assessment

ii. Individual Counseling

iii. Group Counseling

iv. MAT for OUD

v. Patient Education

vi. SUD Crisis Intervention Services

e) Medication Assisted Treatment

Medication Assisted Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD) includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders as authorized by the Social Security Act Section 1905(a)(29). MAT for OUD include the following components:

i. Assessment for MAT for OUD.

ii. Individual Counseling for MAT for OUD.

iii. Group Counseling for MAT for OUD.

iv. Patient Education for MAT for OUD.

v. Medical Psychotherapy for MAT for OUD.

vi. Medication Services for MAT for OUD.

vii. SUD Crisis Intervention Services for MAT for OUD.

viii. Prescribing and monitoring of MAT for OUD.

f) Peer Support Services. If the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Exhibit A, Attachment 1. a. Medi-Cal Peer Support Services.

2. Medi-Cal Substance Use Disorder (SUD) treatment services for beneficiaries under age 21.

   a) The EPSDT mandate entitles beneficiaries under the age of 21 to all appropriate and medically necessary services coverable under a Medicaid State Plan (as described in 42 U.S.C. § 1396d(a)) that are needed to correct or ameliorate discovered health conditions, regardless of whether those services are covered in the state's Medicaid State Plan.

   b) Under the EPSDT mandate and in accordance with BHIN 22-003, the Contractor shall provide all SUD treatment services that are coverable under 42 U.S.C. § 1396d(a)) whether or not it is covered under the Medicaid State Plan, including but not limited to covered DMC and Drug Medi-Cal – Organized Delivery Services (DMC-ODS) (referred to as Expanded SUD Treatment Services in the State Plan). The array of SUD treatment services covered in the State Plan are described in the "Substance Use Disorder Treatment Services" and the "Expanded Substance Use Disorder Treatment Services" sections of Supplement 3 to Attachment 3.1-A in the Medi-Cal State Plan.

   c) The Contractor shall provide screening and early intervention services to beneficiaries under the age of 21 at risk of developing an SUD regardless of whether they meet diagnosis criteria for a behavioral health disorder. Any beneficiary under the age of 21 who is screened and determined to be at risk of developing an SUD may receive any service component covered under the outpatient level of care as early intervention services. A diagnosis from the Diagnostic and Statistical Manual or International Classification of Diseases, Tenth Edition (ICD-10) for Substance-Related and Addictive Disorders is not required for early intervention services. Early intervention services are provided under the outpatient treatment modality and must be made available by counties based on individual clinical need, even if the beneficiary under age 21 is not participating in the full array of outpatient treatment services.

3. Conflicts in the definition of "services":

   a) In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1 the definition of services contained in the Contract shall prevail.

b) In the event of a conflict between the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, and the definition of services in the California Medicaid State Plan, the definitions contained in the Medicaid State Plan shall prevail.

4. The Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.

5. Subject to DHCS provider enrollment requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC enrolled providers. Such services shall not be limited due to budgetary constraints.

   a) When a request for covered services is made by a beneficiary, the Contractor shall require services to be initiated with the timely access standards outlined below. The Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

   b) The Contractor shall ensure residential services are provided in accordance with W&I Code section 14059.5 the coverage provisions of the approved Medicaid State Plan, and W&I Code section 14184.402 and any guidance and regulations issued by the Department pursuant to that section. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 513411.1(p), until the Notice of Adverse Benefit Determination (NOABD) requirements in effect. After the effective date of the NOABD requirements, providers shall inform the Beneficiary if services are denied in accordance with NOABD requirements.

   c) The Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84, the Americans with Disabilities Act, and other State and federal regulations and laws.

   d) The Contractor shall not unlawfully discriminate against beneficiaries and potential beneficiaries on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation (45 C.F.R. § 92.8; Gov. Code § 11135).

   e) The failure of the Contractor, or its subcontractors, to comply with Section 2 of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause.

7. Timely Access Standards

Effective January 1, 2023, the Contractor shall establish and comply with Timely Access Standards, and Alternative Access Standards (AAS) and Telehealth Services in accordance with requirements set forth in BHIN 22-070.

6. Covered services, whether provided directly by the Contractor or through subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

7. The Contractor is financially responsible for all covered services provided to beneficiaries that reside in the Contractor's county.

8. The Contractor shall accept claims from any DMC enrolled provider, regardless of the location of the provider, for any covered services provided to beneficiaries residing in the Contractor's county. The Contractor shall reimburse the provider through a contract or other agreement.

9. The Contractor shall require all subcontractors to inform the Contractor when a beneficiary that resides in the Contractor's county is referred to, and served by, an out-of-county provider.

B. Payment for Services

1. DHCS shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay Federal Financial Participation (FFP) Funds and State General Funds (SGF) to the Contractor, once DHCS receives FFP and SGF, for claims submitted by the Contractor. DHCS shall notify the Contractor and allow the Contractor an opportunity to comment to DHCS when questions are posed by Centers for Medicare and Medicaid Services (CMS), or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

2. The Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable Federal Medicaid reimbursements for any increase in DMC services to beneficiaries.

3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, in addition to terminating this Contract, DHCS may, pursuant to Government Code, section 30027.10, seek to divert funds necessary to provide DMC services in the Contractor's services area from the Contractor's Behavioral Health Subaccount.

4. In the event that DHCS determines the Contractor's provision of DMC services are disallowed by the federal government or by state or federal audit or review, the Contractor shall be responsible for repayment of all disallowed claims. In addition to any other recovery methods available, including, but not limited to, offset of Medicaid federal financial participation funds owed to the impacted Contractor, DHCS may offset these amounts in accordance with Government Code, section 12419.5.

5. The Contractor shall require all subcontractors and any subpart of the subcontractor that would be a covered health care provider if it were a separate legal entity to comply with 45 CFR 162.410(a)(1). For purposes of this paragraph, a covered health care provider shall have the same definition as a covered entity set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if the Contractor is in compliance with federal regulations.

Section 4: Drug Medi-Cal Certification and Provider Credentialing

A. DMC Certification and Enrollment

1. DHCS shall certify eligible providers to participate in the DMC program.

2. The Contractor shall ensure that its providers are DMC certified prior to the Contractor delivering services under this Contract at the provider sites.

3. The Contractor shall require that providers of perinatal DMC services comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.

4. The Contractor shall require all the subcontracted providers of covered services to be licensed, registered, DMC enrolled, and/or approved in accordance with applicable laws and regulations. The Contractor's subcontracts shall require that providers comply with the following regulations and guidelines, including, but not limited to:

   a) Title 21, CFR Part 1300, *et seq.*, Title 42, CFR, Part 8.

   b) Title 22, California Code Regulations (Cal. Code Regs.), Sections 51341.1, 51490.1, and 51516.1, (Document 2C).

   c) Minimum Quality Treatment Standards, (Document 2F(a)).

   d) Title 9, Cal. Code Regs., Div. 4, Chapter 4, Subchapter 1, Sections 10000, *et seq.*

   e) Title 22, Cal. Code Regs., Div. 3, Chapter 3, Sections 51000, *et seq.*

   In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

f) All federal and State civil rights laws prohibiting the unlawful discrimination of individuals on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

5. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.

6. The Contractor is responsible for ensuring that any reduction of covered services or relocations by DMC providers are not implemented until approval is issued by DHCS. Within 35 days of receiving notification of a DMC provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the DMC provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

7. If, at any time, a subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS, the Contractor shall notify DHCS' Data Management, Reporting, and Evaluation Section by e-mail at DHCSMPF@dhcs.ca.gov within five business days of learning of the revocation, suspension, modification, or non-renewal.

   a) A DMC provider's certification to participate in the DMC program shall automatically terminate in the event that the DMC provider or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

B. Continued Certification

1. All DMC enrolled providers shall be subject to continuing certification requirements at least once every five years.

2. DHCS may allow the DMC provider to continue delivering covered services to beneficiaries at a site subject to an on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

3. DHCS will conduct recertification on-site visits at clinics for circumstances identified in W&I Code sections 14043.37, 14043.4, and 14043.7.

C. Credentialing and Re-credentialing

Effective January 1, 2023, the Contractor shall establish and comply with provider credentialing, re-credentialing and attestation provisions in accordance with the requirements set forth in BHIN 22-070.

Section 5: Provider Directory

Effective January 1, 2023, the Contractor shall establish a Provider Directory that meets the requirements set forth in BHIN 22-070.

Section 6: Monitoring

A. State Monitoring

1. DHCS Postservice Postpayment Utilization Reviews

a) After DMC services are rendered and paid, DHCS shall conduct DMC Postservice Postpayment (PSPP) Utilization Reviews of the Contractor's subcontracted DMC provider or Contractor-operated provider, referred to in Section 6(A) as a subcontractor. DHCS shall monitor the subcontractor for compliance with the provisions of this Contract and in accordance with Title 22, Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations, and program coverage after services are rendered and the claim is paid.

b) DHCS shall issue the DMC PSPP reports to the Contractor with a copy to the subcontractor. The Contractor shall be responsible for ensuring the subcontractor's deficiencies are remediated pursuant to Section 6(A)(1)(b)(i)(1) and (2) herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 6(A)(1)(c) herein.

i. If programmatic deficiencies are identified, the subcontractor shall be required to submit a CAP to the Contractor for review and approval. The Contractor shall submit a Contractor-approved CAP to DHCS within 60 days of the date of the PSPP report.

1) The CAP shall:

a) Be documented on the DHCS CAP template

b) Provide a specific description of how the deficiency shall be corrected

c) Identify the title of the individual(s) responsible for:

i. Correcting the deficiency

ii. Ensuring on-going compliance

d) Provide a specific description of how the provider will ensure on-going compliance.

e) Specify the target date of implementation of the corrective action.

2) DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

c) The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements detailed in Section 4(A)(2)(c) of this Exhibit as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

d) DHCS shall take appropriate steps in accordance with Title 22, Section 51341.1, to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized.

e) The Contractor and/or subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, Cal Code Regs., Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B, Part III, Section 2, of this Contract.

f) DHCS shall monitor the subcontractor's compliance with PSPP utilization review requirements in accordance with Title 22. The Contractor shall also monitor the subcontractor's compliance in accordance with Section 4, Paragraph (A)(2), of this Contract. The federal government may also review the existence and effectiveness of DHCS's utilization review system.

g) The Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1(k), for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

h) The Contractor shall ensure that the subcontractor sites keep a record of the beneficiaries being treated at each location. The Contractor shall retain beneficiary records for either ten years from the final date of a contract period, the completion of any audit, or the date a service was rendered, whichever occurs later.

B. Contractor Monitoring

1. Program Integrity: The Contractor is responsible for ensuring program integrity of its services and its subcontractors through a system of oversight, which shall include at least the following:

   a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.51, 42 CFR 431.800 *et seq.*, 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 *et seq.*, 42 CFR 456 *et seq.*, 42 CFR 456.23, 22 Cal. Code Regs. 51490, 22 Cal. Code Regs. 51490.1, 22 Cal. Code Regs. 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.320, 42 CFR 438.416, 42 CFR 438.10, and 42 CFR 438.206.

   b) The Contractor shall conduct, at least annually (i.e., every 12-months), a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to DHCS' County/Provider Operations and Monitoring Branch at:

      DHCS
      Medi-Cal Behavioral Health Division
      1501 Capitol Avenue, MS# 2621
      Sacramento, CA 95814

      Or by using a Secure Managed File Transfer system specified by DHCS.

      The review reports shall be provided to DHCS within 14 calendar days of completion by the Contractor.

   c) The Contractor shall ensure that Drug and Alcohol Treatment Access Report (DATAR) submissions, detailed in Part III, Paragraph E of this contract are complied with by all treatment providers and subcontracted treatment providers. The Contractor shall attest that each subcontractor is enrolled in DATAR at the time of execution of the subcontract.

d) The Contractor shall certify the DMC claims submitted to DHCS represent claims eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from unenrolled or disenrolled providers.

2. Monthly Monitoring

a) The Contractor shall, on a monthly basis, monitor the status of all subcontractors to ensure they maintain active enrollment in the DMC program. Any subcontractor that surrenders its certification or closes its facility shall be reported by the Contractor to DHCS' Provider Enrollment Division at DHCSDMCRECERT@dhcs.ca.gov within five business days of notification or discovery.

b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (including but not limited to; change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS' Provider Enrollment Division at DHCSDMCRECERT@dhcs.ca.gov within five business days of notification or discovery.

3. Program Complaints

a) Report suspected Medi-Cal Fraud online:
https://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx
By email: fraud@dhcs.ca.gov
By phone: 1-800-822-6222

b) All complaints received by the Contractor regarding a DMC provider shall be forwarded to MCBHD within two business days as follows:

DMC provider complaints are to be submitted to:
DHCS
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS# 2621
Sacramento, CA 95814

c) Complaints for licensed, adult alcoholism or drug abuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O Box 997413., MS# 2601
Sacramento, CA 95899-7413

Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

d) The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS using a Secure Managed File Transfer system specified by DHCS.

4. Record Retention

a) The Contractor shall include instructions on record retention in any subcontract with providers and mandate all providers to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code section 14124.1.

5. Subcontract Termination

a) The Contractor shall notify DHCS' Data Management, Reporting, and Evaluation Section by email at DHCSMPF@dhcs.ca.gov of the termination of any contract with a subcontractor, and the basis for termination of the contract, within five business days of the termination.

6. Corrective Action Plan

a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, DHCS may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP may result in a withholding of funds allocated to the Contractor for the provision of services, impose monetary sanctions, and/or termination of this Contract for cause.

b) Failure to comply with monitoring requirements shall result in:

i. DHCS shall issue a report to the Contractor after conducting monitoring, utilization, or fiscal auditing reviews of the Contractor. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the timeframes required by DHCS.

1) The CAP shall:

a. Be documented on the DHCS CAP template.

b. Provide a specific description of how the deficiency shall be corrected.

c. Identify the title of the individual(s) responsible for:

i. Correcting the deficiency

ii. Ensuring on-going compliance

d. Provide a specific description of how the provider will ensure on-going compliance.

e. Specify the target date of implementation of the corrective action.

ii. DHCS will provide written approval of the CAP to the Contractor. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.

iii. If the Contractor does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, DHCS may withhold funds or impose monetary sanctions until the Contractor is in compliance. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

Section 7: Investigations and Confidentiality of Administrative Actions

A. The Contractor acknowledges that if a DMC subcontractor is under investigation by DHCS or any other state, local, or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the subcontractor from the DMC program, pursuant to W&I Code section 14043.36(a). Information about a subcontractor's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a subcontractor pursuant to W&I Code section 14107.11 and 42 CFR section 455.23. The Contractor is to withhold payments from a DMC subcontractor during the time a Payment Suspension is in effect.

The Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with the Contractor concerning subcontractors that are subject to administrative sanctions, as listed in BHIN 22-045.

Exhibit A, Attachment I
Program Specifications

Part II - General

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by Congress, or any statute enacted by Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug- and alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to HIPAA, the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and the Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

   a) No Changes. The Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Department of Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

   b) No Additions. The Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. The Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. The Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

The Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, The Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

The Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, the Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

The Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, then the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

   Both parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

   Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, Division 4, Chapter 8 (Document 3H).

F. Cultural and Linguistic Proficiency

   To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

   Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)), as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

   The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

Exhibit A, Attachment I
Program Specifications

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

J. Adolescent Substance Use Disorder Best Practices Guidelines

The Contractor will follow the guidelines in Document 1V, "Adolescent Substance Use Disorder Best Practice Guidelines," in developing and implementing youth treatment programs funded under this Exhibit. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

K. Nondiscrimination in Employment and Services

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, the Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 *et seq.*) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000e *et seq.*, and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code, section 12900 *et seq.*) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 *et seq.*).

2. Title 2, Division 3, Part 1, Chapter 1, Article 9.5 of the Government Code, commencing with section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal. Code Regs., commencing with Section 13060.

4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

6. Welfare & Institution Code sections 14184.402, 14184.403 and 14059.5.

O. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

P. Other services approved by a State Plan amendment or waiver authorizing federal financial participation.

Q. Subcontract Provisions

The Contractor shall include the foregoing Part II general provisions in all of its subcontracts.

R. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for alcohol and other drug abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

S. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, Section 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.
2. The Contractor shall provide beneficiaries and prospective beneficiaries' access to written translation in prevalent languages free of cost. DHCS shall use the following methodology to identify the prevalent non–English languages spoken by beneficiaries and potential beneficiaries throughout the State, and in the Contractor's service area:
   a) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

   b) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.
3. Nondiscrimination Notice
   a) The Contractor shall post a DHCS-approved nondiscrimination notice that informs beneficiaries, potential beneficiaries, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.

b) The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to beneficiaries, potential beneficiaries, and the public.

c) Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.

d) The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.

e) The nondiscrimination notice shall include all legally-required elements under the applicable subsections of WIC Section 14029.91 and Gov. Code 11135.

f) The nondiscrimination notice shall include information on how to file a discrimination grievance directly with the DHCS Office of Civil Rights, in addition to information about how to file a discrimination grievance with the County and the U.S. Health and Human Services Office for Civil Rights.

g) The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.

4. Language Assistance Taglines

a) The Contractor shall post taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by DHCS), informing beneficiaries, potential beneficiaries, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.

b) Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all beneficiary information and other information notice, in accordance with federal and state requirements.

5. Language Assistance Services

   a) Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.

   b) The Contractor shall comply with the following oral interpretation requirements:

      i. Contractors shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to beneficiaries. Key points of contact may include medical care settings and non-medical care settings.

      ii. Oral Interpretation shall be provided in all languages and is not limited to threshold or concentration standard languages.

      iii. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

      iv. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must: 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual; 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to generally accepted interpreter ethics principles, including client confidentiality.

v. If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.

vi. The Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language, but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated to the Contractor that they meet all of the qualifications of a qualified interpreter listed above.

vii. The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality. The Contractor shall also ensure that the LEP individual's refusal of free interpreter services and their request to use family members, friends, or a minor child as an interpreter is documented.

c) The Contractor shall comply with the following written translation requirements:

i. The Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who: 1) adheres to generally accepted translator ethics principles, including client confidentiality; 2) has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and, 3) is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.

ii. At a minimum, the Contractor shall provide written translations of beneficiary information in the threshold and concentration languages.

6. Effective Communication with Individuals with Disabilities

a) The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities.

b) The Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in, or enjoy the benefits of, the Contractor's covered services, programs, and activities.

c) The Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20 point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, the Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.

d) Auxiliary aids and services include, but are not limited to:

i. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

ii. Qualified readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20 point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

e) When providing interpretive services, the Contractor shall use qualified interpreters to interpret for an individual with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for an individual with a disability is an interpreter who: 1) adheres to generally accepted interpreter ethics principals, including client confidentiality; and 2) is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For an individual with a disability, qualified interpreters can include, for example, sign language interpreters, oral translators (individuals who represent or spell in the characters of another alphabet), and cued language translators (individuals who represent or spell by using a small number of handshapes).

f) If a Contractor provides a qualified interpreter for an individual with a disability through VRI services, the Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

g) The Contractor shall not require an individual with a disability to provide their own interpreter. The Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the individual with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. The Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.

h) The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

Exhibit A, Attachment I
Program Specifications

T. Discrimination Grievances

1. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law.

2. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

3. The Discrimination Grievance Coordinator shall be available to:

   a) Answer questions and provide appropriate assistance to the Contractor staff and members regarding the Contractor's state and federal nondiscrimination legal obligations.

   b) Advise the Contractor about nondiscrimination best practices and accommodating persons with disabilities.

   c) Investigate and process any Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Section 1557 of the Affordable Care Act, and/or Government Code section 11135 grievances received by the Contractor.

4. The Contractor shall comply with the following discrimination grievances reporting requirements.

   a) Within 10 calendar days of mailing a Discrimination Grievance resolution letter to a beneficiary, the Contractor shall submit detailed information regarding the grievance to DHCS Office of Civil Rights' designated Discrimination Grievance email box. The Contractor shall submit the following detailed information in a secure format to DHCS.DiscriminationGrievances@dhcs.ca.gov :

      i. The original complaint;

      ii. The provider's or other accused party's response to the grievance;

iii. Contact information for the Contractor's personnel responsible for the Contractor's investigation and response to the grievance;

iv. Contact information for the beneficiary filing the grievance and for the provider or other accused party that is the subject of the grievance;

v. All correspondence with the beneficiary regarding the grievance, including, but not limited to, the Discrimination Grievance acknowledgment and resolution letter(s) sent to the beneficiary; and

vi. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

U. Grievance Process

Effective January 1, 2023, the Contractor shall establish and comply a Beneficiary Grievance and Appeals Process, and Notice of Adverse Benefit Determination (NOABD) provisions in accordance with the requirements set forth in BHIN 22-070.

Exhibit A, Attachment I
Program Specifications

Part III – Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor submits any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

A. Year-End Cost Settlement Reports

Pursuant to W&I Code section 14124.24(g)(1), the Contractor shall submit to DHCS, on November 1 of each year, the following year-end cost settlement documents, for itself and its subcontracted DMC providers, by paper or electronic format, as prescribed by DHCS:

1. Document 2P, County Certification Year-End Claim for Reimbursement

2. Document 2P(a), Drug Medi-Cal Provider Cost Report Excel Workbook

B. Drug Medi-Cal Claims and Reports

The Contractor or DMC providers shall submit claims in accordance with DHCS' DMC Provider Billing Manual Drug Medi-Cal State Plan Billing Manual.

The Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification shall be performed prior to rendering service, in accordance with and as described in DHCS' Drug Medi-Cal State Plan Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS' Drug Medi-Cal State Plan Billing Manual.

Claims for DMC reimbursement shall include only those services covered under California Code of Regulations, title 22, section 51341.1(c-d) and administrative charges that are allowed under DHCS' Medical Assistance Program Cost Allocation Plan approved by the Centers for Medicare and Medicaid Services (CMS).

1. DMC service claims shall be submitted electronically in a HIPAA compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

2. The following forms shall be prepared as needed and retained by the DMC provider for review by DHCS:

   a) Multiple Billing Override Certification (MC 6700), Document 2K

   b) Good Cause Certification (6065A), Document 2L(a)

c) Good Cause Certification (6065B), Document 2L(b)

In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within the timeframe compliant with W&I Code, Section 14021.6(g) shall be denied. The existence of good cause shall be determined by DHCS in accordance with California Code of Regulations, title 22, sections 51008 and 51008.5.

3. County Administration

Separate from direct service claims as identified in this section above, the Contractor may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

4. If, while completing the Quality Assurance and Utilization Review (QAUR) requirements of this Exhibit A, Attachment I, Part I, Section 7, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 CFR 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 CFR 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 CFR 432.50(d)(1).

C. California Outcomes Measurement System for Treatment (CalOMS-Tx)

The CalOMS-Tx Business Rules and Requirements are:

1. The Contractor shall internally comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that does. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor, and the BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

2. The Contractor shall conduct information technology (IT) systems testing and pass DHCS certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, the Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by DHCS prior to submitting CalOMS-Tx data. If the Contractor changes or modifies the CalOMS-Tx IT system, the Contractor shall re-test and pass DHCS

re-certification prior to submitting data from a new or modified system.

3. Electronic submission of CalOMS-Tx data shall be submitted by the Contractor within 45 days from the end of the last day of the report month.

4. The Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.

5. The Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.

6. The Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7. The Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8. The Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9. The Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions and Exhibit F, Attachment I – Social Security Administration Agreement.

D. CalOMS-Tx General Information

If the Contractor experiences system or service failure or other extraordinary circumstances of CalOMS-Tx that affects its ability to submit timely.

1. CalOMS-Tx data, the Contractor shall report the problem in writing by secure, encrypted email to DHCS at ITServiceDesk@dhcs.ca.gov before the established data submission deadlines.

2. If the Contractor is unable to submit CalOMS-Tx data due to system or service failure or other extraordinary circumstance, written notice shall be submitted prior to the data submission deadline at: SUDcalomssupport@dhcs.ca.gov. The written notice shall include a remediation plan that is subject to review and approval by DHCS. DHCS may, at its sole discretion, grant a grace period of up to 60 days for the Contractor to resolve the problem.

3. If DHCS experiences system or service failure, an extension equal to the number of

business days will be granted for the Contractor's data submission.

4. The Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.

5. If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor is still responsible for collecting and reporting data from time of delay or problem.

E. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers with whom the Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.

2. The Contractor shall ensure that all DATAR reports are submitted by either the Contractor-operated treatment providers and/or by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.

3. The Contractor shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.

4. The Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website, when executing the subcontract.

5. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem before the established data submission deadlines by writing a secure, encrypted email to DHCS at ITServiceDesk@dhcs.ca.gov . The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before DMC payments are withheld (See Exhibit B, Part II, Section 2).

6. If DHCS experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.

F. Failure to meet required reporting requirements shall result in:

1. DHCS shall issue a Notice of Deficiency (Deficiencies) to the Contractor regarding

specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. The Contractor shall submit the CAP to DHCS, DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days from the date of the letter.

2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

Exhibit A, Attachment I
Program Specifications

Part IV – Definitions

Section 1 - General Definitions

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 *et seq.*, and Title 9, Cal. Code Regs., Section 9000 *et seq.*

A. **"Contractor"** means the county identified in the Standard Agreement or DHCS authorized by the County Board of Supervisors to administer substance use disorder programs.

B. **"Corrective Action Plan" (CAP)"** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.

C. **"County"** means the county in which the Contractor physically provides covered substance use treatment services.

D. **"County Realignment Funds"** means Behavioral Health Subaccount funds received by the County as per Gov. Code, § 30025.

E. **"Days"** means calendar days, unless otherwise specified.

F. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide Substance Abuse Prevention to persons eligible for the Contractor's services.

G. **"Discrimination Grievance"** means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

H. **"Modality"** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the H&S Code.

I. **"Performance"** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), if applicable, in expending funds for the provision of substance use disorders services hereunder.

J. **"Revenue"** means the Contractor's income from sources other than DHCS allocation.

K. **"Service Area"** means the geographical area under the Contractor's jurisdiction.

L. **"Service Element"** is the specific type of service performed within the more general service modalities.

M. **"State"** means the Department of Health Care Services or DHCS.

N. **"Utilization"** means the total actual units of service used by beneficiaries and participants.

Section 2 – Definitions Specific to Drug Medi-Cal

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Cal. Code Regs., Title 9, and/or Cal. Code Regs., Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

A. **"Administrative Costs"** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include the Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Circular ~~A-87~~ and the State Controller's Office Handbook of Cost Plan Procedures.

B. **"Authorization"** is the approval process for DMC Services prior to the submission of a DMC claim.

C. **"Assessment"** consists of activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purposeof the collateral's participation is to focus on the treatment needs of the beneficiary. Assessment services may include one or more of the following components:

1. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

2. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination and laboratory testing (e.g., body specimen screening) necessary for treatment and evaluation conducted by staff lawfully authorized to provide such services and/or order laboratory testing (laboratory testing is covered under the "Other laboratory and X-ray services" benefit of the California Medicaid State Plan).
3. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

D. **"Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders IV (DSM)", or DSM V criteria; and (d) meets the admission criteria to receive DMC covered services.

E. **"Covered Services"** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act, Title 22 Section 51341.1, W&I Code section 14124.24, and California's Medicaid State Plan.

F. **"Direct Provider Contract"** means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Agreement for the provision of DMC services.

G. **"Drug Medi-Cal Program" or "DMC Program"** means the state system wherein beneficiaries receive covered services from DMC-certified SUD treatment providers.

H. **"Early Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"** means the federal mandate under Section 1905(r) of the Social Security Act, which ensures that all beneficiaries under age 21 receive all applicable medically necessary SUD services needed to correct and ameliorate health conditions that are coverable under Section 1905(a) of the Social Security Act.

I. **"Enrolled Provider"** means a SUD clinic location that has received certification to be reimbursed as a DMC clinic by DHCS to provide services as described in California Code of Regulations, title 22, section 51341.1.

J. **"Federal Financial Participation (FFP)"** means the share of Federal Medicaid funds for reimbursement of DMC services.

K. **"Group Counseling"** means a contact with multiple beneficiaries at the same time. Group counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes at least 2 and no more than 12 participants.

L. **"Individual Counseling"** means a contact with a beneficiary. Individual counseling also includes a contact between a beneficiary, substance use disorder treatment professional, and one or more collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals. Individual counseling also includes preparing the beneficiary to live in the community, and providing linkages to treatment and services available in the community.

M. **"Medical Necessity"** means the determination that a covered DMC service is necessary to treat a beneficiary that was made in accordance with W&I Code section 14059.5, guidance and regulations issued by the Department pursuant to W&I Code section 14184.402(a), and Part I, Section 2 of this Contract.

N. **"Medical Psychotherapy"** means a type of counseling service to treat SUDs other than Opioid Use Disorders (OUD) conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the beneficiary.

O. **"Medication Services"** means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services does not include MAT to treat Opioid Use Disorders as defined below.

P. **"Medications for Addiction Treatment (also known as medication assisted treatment (MAT) for Opioid Use Disorders (OUD)"** includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of thePublic Health Service Act (42 U.S.C. 262) to treat opioid use disorders as authorized by the Social Security Act Section 1905(a)(29) and described in Supplement to Attachment 3.1-A.

Q. **"Narcotic Treatment Program" or "NTP** means an outpatient program that provides FDA-drugs approved to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. A beneficiary must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided as medically necessary.

R. "**Patient Education"** means education for the beneficiary on addition, treatment, recovery and associated health risks.

S. **"Payment Suspension"** means the enrolled DMC provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

T. **"Perinatal DMC Services"** means a non-institutional, non-medical, residential program which provides rehabilitation services to pregnant and postpartum women with a substance use disorder diagnosis. These services include perinatal-specific treatment and recovery services. Each beneficiary shall live on the premises and shall be supported in their efforts to restore and apply interpersonal and independent living skills and access community support systems. Perinatal Residential Substance Use Disorder Treatment programs shall provide a range of activities and services for pregnant and postpartum beneficiaries. Supervision shall be available day and night, seven days a week. Medically necessary rehabilitative services are provided in accordance with individualized beneficiary needs according to the State of California requirements. The cost of room and board is not reimbursable under the Medi-Cal program. Facilities shall store and safeguard all residents' medications, and facility staff members may assist with resident's self-administration of medication.

U. **"Postpartum"** defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.

V. **"Postservice Postpayment (PSPP) Utilization Review"** means the review for program compliance conducted by DHCS after service was rendered and paid. DHCS may recover prior payments of federal and DHCS funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51341.1 (k)).

W. **"Postservice Prepayment Utilization Review"** means the review for program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).

X. **"Provider of DMC Services"** means any person or entity that provides direct substance use treatment services and has been certified by the DHCS in accordance with Cal. Code Regs., tit. 22, § 51000.30 Medi-Cal Provider Application for Enrollment, Continued Enrollment, or Enrollment at a New, Additional, or Changed Location.

Exhibit A, Attachment I
Program Specifications

Y. **"Re-certification"** means the process by which the DMC certified clinic program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate and be reimbursed by the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

Z. **"Subcontract"** means an agreement between the Contractor and its subcontractors.

AA. **"Subcontractor"** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit A, Attachment I.

BB. **"SUD Crisis Intervention Services"** consists of contacts with a beneficiary in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

CC. **"Temporary Suspension"** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

Exhibit A, Attachment I
Program Specifications

DOCUMENTS INCORPORATED BY REFERENCE

All DMC documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:
https://www.dhcs.ca.gov/provgovpart/Pages/DMC-Contracts.aspx

Document 1F(a):	Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services
Document 1G:	Perinatal Practice Guidelines FY 2018-19
Document 1K:	Drug and Alcohol Treatment Access Report (DATAR) User Manual
Document 1P:	Alcohol and/or Other Drug Program Certification Standards (February 2020)
Document 1V:	Adolescent Substance Use Disorder Best Practices Guide
Document 2A:	Sobky v. Smoley, Judgment, Signed February 1, 1995
Document 2C:	Title 22, California Code of Regulations
Document 2F(a):	Minimum Quality Drug_Treatment Standards for DMC
Document 2G:	Drug Medi-Cal Billing Manual
Document 2K:	Multiple Billing Override Certification (MC 6700)
Document 2L(a):	Good Cause Certification (6065A)
Document 2L(b):	Good Cause Certification (6065B)
Document 2P:	County Certification - Cost Report Year-End Claim for Reimbursement
Document 2P(a):	Drug Medi-Cal Provider Cost Report Excel Workbook
Document 3G:	California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
Document 3H:	California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
Document 3J:	CalOMS Treatment Data Collection Guide

Exhibit A, Attachment I
Program Specifications

Document 3S:	CalOMS Treatment Data Compliance Standards
Document 3T:	Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
Document 3V:	Culturally and Linguistically Appropriate Services (CLAS) National Standards
Document 4A:	Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 100186 with Instructions
Document 4B:	Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 100187 with Instructions
Document 4D:	Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
Document 4E:	Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
Document 4F:	Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
Document 5A:	Confidentiality Agreement

Exhibit B
Budget Detail and Payment Provisions

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, the Department of Health Care Services (DHCS) agrees to compensate the Contractor in accordance with the rates specified herein.

B. Use of State General Funds

Contractor may not use allocated Drug Medi-Cal (DMC) State General Funds to pay for any non-DMC services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. In this event, DHCS may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall solely have the option to either cancel this Contract with no liability occurring to DHCS, or offer an amended contract to Contractor to reflect the reduced amount.

F. Administrative Expense Allowability / Fiscal Documentation

Exhibit B
Budget Detail and Payment Provisions

1. Invoices for DMC Program Administration and Utilization Review and Quality Assurance, received from a Contractor and accepted and/or submitted for payment by DHCS shall not be deemed evidence of actual allowable costs.

2. Contractor shall maintain for review and audit, and supply to DHCS upon request, adequate documentation of all expenses claimed for DMC Program Administration and Utilization Review and Quality Assurance pursuant to this Contract to permit a determination of expense allowability.

3. If the allowability or appropriateness of an expense for DMC Program Administration and Utilization Review and Quality Assurance cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

4. Costs and/or expenses for DMC Program Administration and Utilization Review and Quality Assurance deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to Title 22 CCR Section 51458.1.

G. Effective from the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this Contract, Contractor's Performance of any additional legal requirements, including, but not limited, to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

Section 2 – General Fiscal Provisions – Drug Medi-Cal

A. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to DHCS by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, DHCS solely has the option to void this Contract or to amend the Contract to reflect any reduction of funds.

B. Exemptions

Exemptions to the provisions of Item A above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the Contract.

Exhibit B
Budget Detail and Payment Provisions

C. Actual allowable costs

Actual allowable costs for DMC Program Administration and Utilization Review and Quality Assurance, shall be determined in accordance with California's Medical Assistance Program Cost Allocation Plan.

In accordance with Welfare and Institutions (W&I) Code Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22 Section 51341.1(c), may not be used as match for targeted case management services or for DMC administrative activities.

Exhibit B
Budget Detail and Payment Provisions

Part II – Reimbursements

Section 1. General Reimbursement

A. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Amounts Payable

1. The Maximum Payable amount under this Contract shall not exceed the amount identified on the State of California Standard Agreement form STD 213_DHCS.

2. Reimbursement shall be made for substance use disorder services covered under this Contract and allowable expenses for DMC Program Administration and Utilization Review/Quality Assurance up to the amount annually encumbered for the state fiscal year in which services are performed and/or DMC Program Administration or Utilization Review/Quality Assurance costs are incurred.

3. For each fiscal year, DHCS shall settle actual allowable costs for DMC Program Administration and Utilization Review/Quality Assurance for the Contractor based on each fiscal year-end DHCS 100187 and DHCS 100186.

Section 2. Drug Medi-Cal

A. To the extent that the Contractor provides the covered services in a satisfactory manner in accordance with the terms and conditions of this Contract and submits claims in accordance with the requirements of Part III, of Attachment I to Exhibit A, DHCS agrees to pay the Contractor at the rates specified for those services in the Medicaid State Plan and/or applicable waivers.

B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I, Part I, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act, the W&I Code, the Health and Safety Code, California's Medicaid State Plan, Title 22 CCR Sections 51341.1, 51490.1, and BHINs.

C. It is understood and agreed that failure by the Contractor or its subcontractors to comply with applicable federal and state requirements in rendering covered services, including the requirements specified in this Contract, shall be sufficient cause for DHCS to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its subcontractor from DMC program participation. If DHCS or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to DHCS the funds it received for all claims so

disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22 CCR Sections 51047(a) and (b).

D. Before such denial, recoupment, or disallowances are made, DHCS shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor 60 days to submit additional information before the proposed action is taken, as required in Title 22 CCR Section 51047(a). This requirement does not apply to the DMC Post service Post payment Utilization Reviews or claims rejected or denied by Short Doyle.

E. DHCS shall refund to the Contractor any recovered Federal DMC overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22 CCR Section 51047(e).

F. Contractor shall be reimbursed by DHCS for Plan Administration and Utilization Review/Quality Assurance on the basis of its actual allowable cost.

G. Claims submitted to the Contractor by a subcontracted provider that is not certified or whose certification has been suspended pursuant to the W&I Code Section 14107.11 and 42 CFR 455.23, be sufficient cause for DHCS to deny payments or to recover payments. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.

H. Contractors must accept, as payment in full, the amounts paid by DHCS in accordance with this Contract. However, Contractors and subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and subcontractors may not demand any additional payment from DHCS, client, or other third party payers.

Section 3. Drug Medi-Cal Direct Provider Contracts

A. Pursuant to W&I Code 14124.21, DHCS shall contract directly with qualified DMC providers within the Contractor's county as necessary to ensure beneficiary access to DMC services.

B. DHCS will invoice the County for the county realignment share of approved DMC claims received by DHCS from Direct Providers. The County shall reimburse DHCS for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If the County does not reimburse DHCS within 30 days of receipt of the invoice, DHCS may offset the amount owed from any other funding owed to the County by DHCS or any other State agency. The parties acknowledge that DHCS's Direct Providers shall be responsible for repayment of any disallowed claims. However, in no event shall DHCS be liable for Medicaid reimbursement for any disallowed claims.

Exhibit B
Budget Detail and Payment Provisions

1. Any contractor contracting with DHCS for the provision of services through NTP providers may receive reimbursement of the USDR rate.

2. As a result of the Direct Contract Provider's settled cost report, any County Realignment funds owed to the Direct Contract Provider will be handled through an invoice process to the Contractor. Additionally, as a result of the Direct Contract Provider's settled cost report, any County Realignment funds owed to DHCS will be returned to the Contractor.

Exhibit B
Budget Detail and Payment Provisions

Part III - Financial Audit Requirements

Section 1. General Fiscal Audit Requirements

A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.

B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Contract are subject to audit by DHCS. Objectives of such audits may include, but are not limited to, the following:

1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.

2. To validate data reported by the Contractor for prospective contract negotiations.

3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations.

4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related Revenues and funds.

5. To determine that expenditures are made in accordance with applicable state and federal laws, regulations, and contract requirements.

6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).

C. Unannounced visits may be made at the discretion of DHCS to the Contractor and/or its subcontractors.

D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part, constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.

E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective action as a result of its finding in any areas.

Exhibit B
Budget Detail and Payment Provisions

Section 2. Drug Medi-Cal Financial Audits

A. In addition to the audit requirements set forth in Exhibit D(F), DHCS may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:

1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations.

2. To ensure that only the cost of allowable DMC activities are included in reported costs.

3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC cost per unit.

4. To review documentation of service and determine the final number of approved units of service.

5. To determine the amount of clients' third-party Revenue and Medi-Cal share of cost to offset allowable DMC reimbursement.

6. To compute final settlement.

B. In addition to the audit requirements set forth in Exhibit D(F), DHCS may conduct financial audits of NTP programs.

1. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately.

2. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance.

3. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.

C. Contractor shall be responsible for any disallowances taken by the Federal Government, DHCS, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.

Exhibit B
Budget Detail and Payment Provisions

D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within six months from the date of the plan.

E. Contractor, in coordination with DHCS, shall provide follow-up on all significant findings in the audit report, including findings relating to a subcontractor, and submit the results to DHCS.

If differences cannot be resolved between DHCS and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

F. Providers of DMC services shall, upon request, make available to DHCS their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with this Contract. These records include, but are not limited to, matters pertaining to:

1. Provider ownership, organization, and operation
2. Fiscal, medical, and other recordkeeping systems
3. Federal income tax status
4. Asset acquisition, lease, sale, or other action
5. Franchise or management arrangements
6. Patient service charge schedules
7. Costs of operation
8. Amounts of income received by source and purpose
9. Flow of funds and working capital

G. Contractor shall retain records of utilization review activities required in Exhibit A, Attachment I Part I, Section 4(B) herein for a minimum of ten years.

Exhibit B
Budget Detail and Payment Provisions

Part IV – Records

Section 1. General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract Performance and contract compliance. Contractor shall make these records available to DHCS, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.

3. Accounting records and supporting documents shall be retained for a ten-year period from the date the year-end cost settlement report was approved by DHCS for interim settlement, as applicable. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the ten-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within ten years, the interim settlement shall be considered as the final settlement.

4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of Exhibit A, Attachment I, Part I, Section 3.

Exhibit B
Budget Detail and Payment Provisions

6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at http://sam.dgs.ca.gov/TOC/1600.aspx.

   The Contractor shall retain all records required by W&I Code Section 14124.1 for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I, Part I, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.

2. As stated in Part III, Section 2, of this Exhibit, in the event of a dispute over financial audit findings between DHCS and the Contractor, Contractor may appeal the audit in accordance with Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

3. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.

4. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by DHCS during prospective contract negotiations.

Exhibit B, Attachment I
Funding Amounts

Fiscal Year 2023-24	Funding Amount
	Original
State General Funds (7/1/23 to 6/30/24)	
Non Perinatal ODS Waiver SGF** (08)	15,000
Perinatal ODS Waiver SGF** (09)	1,200
Administration Costs & QA/UR SGF** (603)	4,050
TOTAL	**20,250**
Drug Medi-Cal Federal Share (7/1/23 to 6/30/24)	
Non Perinatal Federal Share (01)	150,000
Perinatal Federal Share (03)	12,000
Administration Costs & QA/UR (603)	40,500
TOTAL	**202,500**
GRAND TOTAL	**222,750**

Fiscal Year 2024-25	Funding Amount
	Original
State General Funds (7/1/24 to 6/30/25)	
Non Perinatal ODS Waiver SGF** (08)	15,000
Perinatal ODS Waiver SGF** (09)	1,200
Administration Costs & QA/UR SGF** (603)	4,050
TOTAL	**20,250**
Drug Medi-Cal Federal Share (7/1/24 to 6/30/25)	
Non Perinatal Federal Share (01)	150,000
Perinatal Federal Share (03)	12,000
Administration Costs & QA/UR (603)	40,500
TOTAL	**202,500**
GRAND TOTAL	**222,750**

Fiscal Year 2025-26	Funding Amount
	Original
State General Funds (7/1/25 to 6/30/26)	
Non Perinatal ODS Waiver SGF** (08)	15,000
Perinatal ODS Waiver SGF** (09)	1,200
Administration Costs & QA/UR SGF** (603)	4,050
TOTAL	**20,250**
Drug Medi-Cal Federal Share (7/1/25 to 6/30/26)	
Non Perinatal Federal Share (01)	150,000
Perinatal Federal Share (03)	12,000
Administration Costs & QA/UR (603)	40,500
TOTAL	**202,500**
GRAND TOTAL	**222,750**

Fiscal Year 2026-27	Funding Amount
	Original
State General Funds (7/1/26 to 6/30/27)	
Non Perinatal ODS Waiver SGF** (08)	15,000
Perinatal ODS Waiver SGF** (09)	1,200
Administration Costs & QA/UR SGF** (603)	4,050
TOTAL	**20,250**
Drug Medi-Cal Federal Share (7/1/26 to 6/30/27)	
Non Perinatal Federal Share (01)	150,000
Perinatal Federal Share (03)	12,000
Administration Costs & QA/UR (603)	40,500
TOTAL	**202,500**
GRAND TOTAL	**222,750**

Original Four-Year Total	**891,000**

** State General Fund amounts are based on biannual DMC estimates approved by the Department of Finance. DHCS will revise the amounts through the contract amendment process for each new allocation.

Exhibit D(F)
Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", 'Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

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2. Travel and Per Diem Reimbursement	21. Smoke-Free Workplace Certification
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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect,

as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property

purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of

dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

(2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as

to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section10115.10.

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must

supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such

termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. **Ownership**

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing

rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to

acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. **Retained Rights / License Rights**

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. **Copyright**

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services.

This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. **Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. **Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. **Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is

currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

g. **Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS

and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. **Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her

designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR Part 180, 2 CFR Part 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

23. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

24. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

25. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

28. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

29. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code Section 999 et seq. in that should award of this contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Military and Veterans Code section 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

(1) A written explanation of the reason for the DVBE substitution.

(2) A written description of the business enterprise that will be substituted, including its DVBE certification status.

(3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code § 999.9; Public Contract Code (PCC) §10115.10, or PCC §4110 (applies to public works only).

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), al of the following: .

(1) The total amount the prime contractor received under the agreement;

(2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

(3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;;

(4) That all payments under the Contract have been made to the DVBE(s); and

(5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military & Veterans Code, including, but not limited to, the requirements of Section 999.5(d). (PCC§ 10230.)

30. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

(2) Director's and executive committee member's fees.

(3) Incentive awards and/or bonus incentive pay.

(4) Allowances for off-site pay.

(5) Location allowances.

(6) Hardship pay.

(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided

they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.

(2) Be determined in accordance with generally accepted accounting principles.

(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Compliance with Statutes and Regulations

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

37. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially

affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐Prime ☐Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI)*:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be,a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Amendment Process

A. The Department of Health Care Services (DHCS) may amend the Contract.

B. Should either DHCS or the Contractor, during the term of this Contract, desire any amendments to this Contract, such amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed amendments are accepted or rejected. If accepted, the agreed upon amendments shall be made through DHCS' official agreement amendment process. No amendment shall be binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

C. Any proposed amendments to the Contract shall be requested by the Contractor by May 1 of the current fiscal year in order for the amendment to be effective the following fiscal year.

1) The proposed amendment submitted by the Contractor shall include the proposed changes, and a statement of the reason and basis for the proposed change.

2) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.

D. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year may be forfeited if DHCS does not receive a fully executable Contract amendment on or before June 30th of the final year of the Contract.

E. DHCS may settle costs for DMC services based on the year-end cost settlement report as the final amendment to the approved Contract.

2. Cancellation / Termination

A. This Contract may be cancelled by DHCS without cause upon 90 calendar days advance written notice to the Contractor.

B. DHCS reserves the right to cancel or terminate this Contract immediately for cause. The Contractor may submit a written request to terminate this Contract only if DHCS substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Contractor failed to meet any terms, conditions, and/or responsibilities of this Contract.

Exhibit E
Additional Provisions

D. Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

G. In the event of changes in law that affect provisions of this Contract, the parties agree to amend the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.

H. The following additional provisions regarding termination apply only to Exhibit A, Attachment I, of this Contract:

1) In the event the federal Department of Health and Human Services (hereinafter referred to as DHHS), or DHCS determines that the Contractor does not meet the requirements for participation in DMC, the DHCS will terminate payments for services provided pursuant to Exhibit A, Attachment I, of this Contract for cause.

2) All obligations to provide covered services under this Contract will automatically terminate on the effective date of any termination of this Contract. Contractor will be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the Contract.

Contractor shall remain liable for processing and paying invoices and statements for covered services and utilization review requirements prior to the expiration or termination until all obligations have been met.

3) In the event this Contract is nullified, cancelled, or terminated, the Contractor shall refer DMC beneficiaries to providers who are enrolled to provide DMC State Plan services.

I. In the event this Contract is nullified, cancelled, or terminated, the Contractor shall deliver its entire fiscal and program records pertaining to the

performance of this Contract to DHCS, which will retain the records for the required retention period.

3. Avoidance of Conflicts of Interest by Contractor

A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, the subcontractor, or employees, officers and directors of the Contractor or subcontractor. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Contractor or subcontractor, or any employee, officer, or director of the Contractor or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.

2) An instance where the Contractor's or subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

D. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Contract.

4. Freeze Exemptions

A. Contractor agrees that any hiring freeze adopted during the term of this Contract shall not be applied to the positions funded, in whole or part, by this Contract.

Exhibit E
Additional Provisions

B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this Contract.

C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this Contract shall not restrict travel funded, in whole or part, by this Contract.

D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this Contract shall not restrict or limit purchases funded, in whole or part, by this Contract.

5. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either parties. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

6. Identification of Contractor versus Subrecipient

DHCS has classified this Agreement as a procurement contract. Therefore, the Contractor is considered a contractor, and not a subrecipient, for the purposes of U.S. Office of Management and Budget Uniform Guidance pursuant to 2 CFR 200.330.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

   4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

   4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. Permitted Uses and Disclosures of PHI by Business Associate

Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 Specific Use and Disclosure Provisions

Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure

9.1.1 Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at; updates will be available online through the Computer Security Resource Center website.

9.2.3 Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 140-2. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent

Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI

Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations

To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival

At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data

If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS

18.1.1 Business Associate shall notify DHCS immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

18.1.2 Business Associate shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information in Section 18.6.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at the DHCS Data Privacy webpage.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation

Business Associate shall immediately investigate such security incident or breach.

18.3 Complete Report

To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals

If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS

If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 DHCS Contact Information

To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

18.6.1 DHCS Program Contract Manager

See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.

18.6.2 DHCS Privacy Office

Privacy Office
c/o: Office of HIPAA Compliance
Department of Health Care Services
P.O. Box 997413, MS 4722
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

Telephone: (916) 445-4646

18.6.3 DHCS Information Security Office

Information Security Office
DHCS Information Security Office
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS

DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings

DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer

DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Plumas	94-6000528

By (Authorized Signature)

Printed Name and Title of Person Signing

Sharon Sousa, LMFT, Interim/Acting Behavioral Health Director

Executed in the County of	Executed in the State of

Date Executed

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Plumas	94-6000528

By (Authorized Signature)

Printed Name and Title of Person Signing

Sharon Sousa, LMFT, Interim/Acting Behavioral Health Director

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve and authorize Plumas County Behavioral Health to pay Traditions Behavioral Health a non-contract invoice in the amount of $525.00** for mental health specialty doctor services**; (No General Fund Impact); discussion and possible action.**

Recommendation:

Traditions Behavioral Health $525.00 invoice charges are for mental health specialty doctor services. These invoices exceed the $999.99 limit for working without a contract per vendor . Behavioral Health is respectfully requesting payment approval.

Background and Discussion:

Traditions Behavioral Health $525.00 invoice charges are for mental health specialty doctor services. These invoices exceed the $999.99 limit for working without a contract per vendor . Behavioral Health is respectfully requesting payment approval.

Action:

Traditions Behavioral Health $525.00 invoice charges are for mental health specialty doctor services. These invoices exceed the $999.99 limit for working without a contract per vendor . Behavioral Health is respectfully requesting payment approval.

Fiscal 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.

Attachments:

1. 4.A.2.

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

JUL 17 2023

PLUMAS COUNTY MENTAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

PICA P01

PICA

1. MEDICARE [ ] (Medicare #) MEDICAID [ ] (Medicaid #) TRICARE [ ] (ID#/DoD#) CHAMPVA [ ] (Member ID#) GROUP HEALTH PLAN [ ] (ID#) FECA BLK LUNG [ ] (ID#) OTHER [X] (ID#)

1a. INSURED'S I.D. NUMBER (For Program in Item 1): 90108383E

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): [redacted]

3. PATIENT'S BIRTH DATE MM DD YY: [redacted] SEX F [X]

4. INSURED'S NAME (Last Name, First Name, Middle Initial): [redacted]

5. PATIENT'S ADDRESS (No., Street): [redacted]

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse [ ] Child [ ] Other [ ]

7. INSURED'S ADDRESS (No., Street): [redacted]

CITY: [redacted] STATE: CA

8. RESERVED FOR NUCC USE

CITY: QUINCY STATE: CA

ZIP CODE: 95971 TELEPHONE (Include Area Code): [redacted]

ZIP CODE: 95971 TELEPHONE (Include Area Code): [redacted]

9. OTHER INSURED'S NAME (Last

a. OTHER INSURED'S POLICY OR GROUP NUMBER

b. RESERVED FOR NUCC USE

c. RESERVED FOR NUCC USE

d. INSURANCE PLAN NAME OR PROGRAM NAME

10. IS PATIENT'S CONDITION RELATED TO:

a. EMPLOYMENT? (Current or Previous) YES [ ] NO [X]

b. AUTO ACCIDENT? PLACE (State) YES [ ] NO [X]

c. OTHER ACCIDENT? YES [ ] NO [X]

10d. CLAIM CODES (Designated by NUCC)

11. INSURED'S POLICY GROUP OR FECA NUMBER

a. INSURED'S DATE OF BIRTH MM DD YY: [redacted] SEX M [ ] F [X]

b. OTHER CLAIM ID (Designated by NUCC)

c. INSURANCE PLAN NAME OR PROGRAM NAME

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [ ] NO [X] *If yes,* complete items 9, 9a and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED Signature on File DATE 06/25/23

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED Signature on File

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a.

17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 06 14 2023 TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? YES [ ] NO [X] $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 0

A. F32.9 B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
06 17 23	06 17 23	51		99238		A	225 00	1		NPI	1053660886
										NPI	
										NPI	
										NPI	
										NPI	
										NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN: 680392037 [X]

26. PATIENT'S ACCOUNT NO.: [redacted]

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES [X] NO [ ]

28. TOTAL CHARGE: $ 225 00

29. AMOUNT PAID: $ 0 00

30. Rsvd for NUCC use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
KAIRAV SHAH MD
SIGNED [redacted] DATE 06/25/23

32. SERVICE FACILITY LOCATION INFORMATION
SANTA ROSA BEH HEALTH
1287 FULTON ROAD
SANTA ROSA CA 954014923
a. 1922378215 b.

33. BILLING PROVIDER INFO & PH. # (559) 6273000
TRADITIONS BEHAVIORAL HEALTH
900 LARKSPUR LANDING CIR, STE 160
LARKSPUR CA 949391766
a. 1083802979 b.

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY MENTAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

PICA P01

PICA

1. MEDICARE [ ] (Medicare #) MEDICAID [ ] (Medicaid #) TRICARE [ ] (ID#/DoD#) CHAMPVA [ ] (Member ID#) GROUP HEALTH PLAN [ ] (ID#) FECA BLK LUNG [ ] (ID#) OTHER [X] (ID#)

1a. INSURED'S I.D. NUMBER (For Program in Item 1): 94566277E

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): [redacted]

3. PATIENT'S BIRTH DATE MM DD YY: [redacted] SEX: [redacted] F [X]

4. INSURED'S NAME (Last Name, First Name, Middle Initial): [redacted]

5. PATIENT'S ADDRESS (No., Street): [redacted]

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse [ ] Child [ ] Other [ ]

7. INSURED'S ADDRESS (No., Street): [redacted]

CITY: QUINCY STATE: CA

8. RESERVED FOR NUCC USE

CITY: [redacted] STATE: CA

ZIP CODE: 95971 TELEPHONE (Include Area Code): ( )

ZIP CODE: 95971 TELEPHONE (Include Area Code): ( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT? (Current or Previous) YES [ ] NO [X]

a. INSURED'S DATE OF BIRTH MM DD YY SEX M [ ] F [X]

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? YES [ ] NO [X] PLACE (State)

b. OTHER [redacted] ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? YES [ ] NO [X]

c. INSURANCE PLAN NAME OR PROGRAM NAME

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [ ] NO [X] *If yes,* complete items 9, 9a and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED Signature on File DATE 06/25/23

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED Signature on File

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a.

17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 06 09 2023 TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? YES [ ] NO [X] $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 0

A. F32.9 B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM	DD	YY	To MM	DD	YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	06	17	23	06	17	23	51		99232		A	150 00	1		NPI	1053660886
2	06	18	23	06	18	23	51		99232		A	150 00	1		NPI	1053660886
3															NPI	
4															NPI	
5															NPI	
6															NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN: 680392037 [X]

26. PATIENT'S ACCOUNT NO.: [redacted]

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES [X] NO [ ]

28. TOTAL CHARGE: $ 300 00

29. AMOUNT PAID: $ 0 00

30. Rsvd for NUCC use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
KAIRAV SHAH MD
SIGNED 06/25/23 DATE

32. SERVICE FACILITY LOCATION INFORMATION
SANTA ROSA BEH HEALTH
1287 FULTON ROAD
SANTA ROSA CA 954014923
a. 1922378215 b.

33. BILLING PROVIDER INFO & PH. # (559) 6273000
TRADITIONS BEHAVIORAL HEALTH
900 LARKSPUR LANDING CIR, STE 160
LARKSPUR CA 949391766
a. 1083802979 b.

NUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE APPROVED OMB 0938-1197 FORM 1500 (02-12)

NCMS [redacted] 12

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

SECOND FOLD

FIRST FOLD WHCF-10-ENV / WHCF-10-ENV-SS

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve and authorize Plumas County Behavioral Health to pay SIYAN Clinical Corporation a non-contract invoice in the amount of $780.00 for** mental health doctor fees for specialty services**; (No General Fund Impact); discussion and possible action.**

Recommendation:

It is respectfully requested the Board of Supervisors approve and authorize $780.00.00 no contract payment to SIYAN Clinical Corporation

Background and Discussion:

It is respectfully requested the Board of Supervisors approve and authorize $780.00.00 no contract payment to SIYAN Clinical Corporation

Action:

It is respectfully requested the Board of Supervisors approve and authorize $780.00.00 no contract payment to SIYAN Clinical Corporation

Fiscal Impact:

No impact to General Funds

Attachments:

1. 4.A.3.

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PICA

1. MEDICARE (Medicare#) MEDICAID (Medicaid#) TRICARE (ID#/DoD#) CHAMPVA (Member ID#) GROUP HEALTH PLAN (ID#) FECA BLK LUNG (ID#) OTHER [X] (ID#)

1a. INSURED'S I.D. NUMBER: 94566277E (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): [redacted]

3. PATIENT'S BIRTH DATE: [redacted] SEX: M [ ] F [X]

4. INSURED'S NAME (Last Name, First Name, Middle Initial): [redacted]

5. PATIENT'S ADDRESS (No., Street):

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse [ ] Child [ ] Other [ ]

7. INSURED'S ADDRESS (No., Street): [redacted]

CITY: [redacted] STATE: [redacted]

8. RESERVED FOR NUCC USE

CITY: [redacted] STATE: [redacted]

ZIP CODE: 95971 TELEPHONE (Include Area Code): ( ) -

ZIP CODE: [redacted] TELEPHONE (Include Area Code): ( ) -

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial):

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER:

a. OTHER INSURED'S POLICY OR GROUP NUMBER:

a. EMPLOYMENT? (Current or Previous) YES [ ] NO [X]

a. INSURED'S DATE OF BIRTH: [redacted] SEX: M [ ] F [X]

b. RESERVED FOR NUCC USE:

b. AUTO ACCIDENT? YES [ ] NO [X] PLACE (State):

b. OTHER CLAIM ID (Designated by NUCC):

c. RESERVED FOR NUCC USE:

c. OTHER ACCIDENT? YES [ ] NO [X]

c. INSURANCE PLAN NAME OR PROGRAM NAME: PLUMAS COUNTY

d. INSURANCE PLAN NAME OR PROGRAM NAME:

10d. CLAIM CODES (Designated by NUCC):

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [ ] NO [X] *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED: Signature on File DATE: 07/05/23

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED: Signature on File

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a.

17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 06 27 23 TO 06 27 23

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? YES [ ] NO [X] $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0

A. F329 B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 06 27 23	06 27 23	51		99232		A	160 00	1		NPI	1174011928
2 06 27 23	06 27 23	51		90833		A	150 00	1		NPI	1174011928
3										NPI	
4										NPI	
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER: 270445909 SSN [ ] EIN [X]

26. PATIENT'S ACCOUNT NO.: 4

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES [X] NO [ ]

28. TOTAL CHARGE: $ 310 00

29. AMOUNT PAID: $ 0 00

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
Signature on File
TIFFANY FIGUERO, PMHNP,
SIGNED 07/05/23 DATE

32. SERVICE FACILITY LOCATION INFORMATION
AURORA HOSPITAL
1287 FULTON ROAD
SANTA ROSA, CA 95401-4923
a. 1922378215 b.

33. BILLING PROVIDER INFO & PH # (707) 206-7268
SIYAN CLINICAL CORPORATION
480 TESCONI CIR STE B
SANTA ROSA, CA 95401-4691
a. 1568732972 b.

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

PICA

1. MEDICARE [ ] (Medicare#) MEDICAID [ ] (Medicaid#) TRICARE [ ] (ID#/DoD#) CHAMPVA [ ] (Member ID#) GROUP HEALTH PLAN [ ] (ID#) FECA BLK LUNG [ ] (ID#) OTHER [X] (ID#)		1a. INSURED'S I.D. NUMBER: 90108383E (For Program in Item 1)
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) [redacted]	3. PATIENT'S BIRTH DATE [redacted] SEX M [ ] F [X]	4. INSURED'S NAME (Last Name, First Name, Middle Initial) [redacted]
5. PATIENT'S ADDRESS (No., Street) [redacted]	6. PATIENT RELATIONSHIP TO INSURED Self [X] Spouse [ ] Child [ ] Other [ ]	7. INSURED'S ADDRESS (No., Street) [redacted]
CITY [redacted] STATE CA	8. RESERVED FOR NUCC USE	CITY [redacted] STATE CA
ZIP CODE 95971 TELEPHONE (Include Area Code) ( ) [redacted]		ZIP CODE 95971 TELEPHONE (Include Area Code) ( ) -
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	11. INSURED'S POLICY GROUP OR FECA NUMBER
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) YES [ ] NO [X]	a. INSURED'S DATE OF BIRTH [redacted] SEX M [ ] F [X]
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? YES [ ] NO [X] PLACE (State)	b. OTHER CLAIM ID (Designated by NUCC)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? YES [ ] NO [X]	c. INSURANCE PLAN NAME OR PROGRAM NAME: PLUMAS COUNTY
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)	d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [ ] NO [X] If yes, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED: Signature on File DATE: 06/26/23

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED: Signature on File

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.	15. OTHER DATE QUAL. MM DD YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. 17b. NPI	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 06 15 23 TO 06 15 23
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? YES [ ] NO [X] $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0 A. F329 B. C. D. E. F. G. H. I. J. K. L.		22. RESUBMISSION CODE ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 06 15 23	06 15 23	51		99232		A	160 00	1		NPI	1174011928
2 06 15 23	06 15 23	51		90833		A	150 00	1		NPI	1174011928
3										NPI	
4										NPI	
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER: 270445909 SSN [ ] EIN [X]	26. PATIENT'S ACCOUNT NO. [redacted]	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES [X] NO [ ]	28. TOTAL CHARGE $ 310 00	29. AMOUNT PAID $ 0 00	30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) Signature on File TIFFANY FIGUERO, PMHNP, SIGNED 06/26/23 DATE	32. SERVICE FACILITY LOCATION INFORMATION AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923 a. 1922378215 b.		33. BILLING PROVIDER INFO & PH # 707 206-7268 SIYAN CLINICAL CORPORATION 480 TESCONI CIR STE B SANTA ROSA, CA 95401-4691 a. 1568732972 b.		

NUCC Instruction Manual available at www.nucc.org PLEASE PRINT OR TYPE CR091853 APPROVED OMB-0938-1197 FORM 1500 (02-12)

PATIENT AND INSURED INFORMATION — PHYSICIAN OR SUPPLIER INFORMATION — CARRIER

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

HEALTH INSURANCE CLAIM FORM

JUL 1 0 2023

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PICA

1. MEDICARE (Medicare#)	MEDICAID (Medicaid#)	TRICARE (ID#/DoD#)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)	OTHER (ID#)	1a. INSURED'S I.D. NUMBER	(For Program in Item 1)	
						X	94566277E		
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)			3. PATIENT'S BIRTH DATE	SEX			[redacted]	Middle Initial)	
[redacted]				F X					
5. PATIENT'S ADDRESS (No., Street)			6. PATIENT RELATIONSHIP TO INSURED				7. INSURED'S ADDRESS (No., Street)		
[redacted]			Self X	Spouse	Child	Other	[redacted]		
CITY		STATE	8. RESERVED FOR NUCC USE				CITY		STATE
QUINCY		CA					[redacted]		CA
ZIP CODE	TELEPHONE (Include Area Code)						ZIP CODE	TELEPHONE (Include Area Code)	
95971	( ) -						95971	( ) -	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)			10. IS PATIENT'S CONDITION RELATED TO:				11. INSURED'S POLICY GROUP OR FECA NUMBER		
a. OTHER INSURED'S POLICY OR GROUP NUMBER			a. EMPLOYMENT? (Current or Previous)				a. INSURED'S DATE OF BIRTH	SEX	
			YES	NO X			[redacted]	M	F X
b. RESERVED FOR NUCC USE			b. AUTO ACCIDENT?	PLACE (State)			b. OTHER CLAIM ID (Designated by NUCC)		
			YES	NO X					
c. RESERVED FOR NUCC USE			c. OTHER ACCIDENT?				c. INSURANCE PLAN NAME OR PROGRAM NAME		
			YES	NO X			PLUMAS COUNTY		
d. INSURANCE PLAN NAME OR PROGRAM NAME			10d. CLAIM CODES (Designated by NUCC)				d. IS THERE ANOTHER HEALTH BENEFIT PLAN?		
							YES	NO X	If yes, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED Signature on File DATE 07/05/23

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED Signature on File

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.	15. OTHER DATE QUAL. MM DD YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. 17b. NPI	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 06 28 23 TO 06 28 23	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? YES NO X	$ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0		22. RESUBMISSION CODE	ORIGINAL REF. NO.
A. F329 B. C. D.		23. PRIOR AUTHORIZATION NUMBER	
E. F. G. H.			
I. J. K. L.			

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 06 28 23	06 28 23	51		99238		A	160 00	1		NPI	1588192389
2										NPI	
3										NPI	
4										NPI	
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER	SSN	EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
270445909		X		YES X NO	$ 160 00	$ 0 00	

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH #
Signature on File ANDREA A KUMMER, DO, DO 07/05/23 Andrea Kummer, D.O. DATE	AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923 1922378215 b.	707 206-7268 SIYAN CLINICAL CORPORATION 480 TESCONI CIR STE B SANTA ROSA, CA 95401-4691 a. 1568732972 b.

NUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE CR081363 APPROVED OMB-0938-1197 FORM 1500 (02-12)

PATIENT AND INSURED INFORMATION — PHYSICIAN OR SUPPLIER INFORMATION — CARRIER

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve and authorize Plumas County Behavioral Health to pay** Comprehensive Solutions **a non-contract invoice in the amount of** $859.00 for specialty mental health services for a youth who has experienced repeated psychiatric hospitalizations and who has required a higher level of care than what our outpatient clinic could provide**; (No General Fund Impact); discussion and possible action.**

Recommendation:

It is respectfully requested the Board of Supervisors approve and authorize $859.00 no contract payment to Comprehensive Solutions for mental health specialty services doctor fees

Background and Discussion:

Plumas County Behavioral Health is respectfully seeking your authorization to submit payment for specialty mental health services for a youth who has experienced repeated psychiatric hospitalizations and who has required a higher level of care than what our outpatient clinic could provide. Behavioral Health is requesting approval to pay a $859.00 invoice to Comprehensive Psychiatric Solutions

Action:

It is respectfully requested the Board of Supervisors approve and authorize $859.00 no contract payment to Comprehensive Solutions for mental health specialty services doctor fees

Fiscal Impact:

No General Fund impact.

Attachments:

1. 4.A.4.

PRIMARY

PLUMAS COUNTY
270 COUNTY HOSPITAL ROAD
QUINCY, CA 95971

FY 22/23

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 01/12

PICA

1. MEDICARE (Medicare #)	MEDICAID (Medicaid #)	TRICARE (ID#/DoD#)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)	OTHER X (ID#)	1a. INSURED'S I.D. NUMBER (For Program in Item 1): 94566277E
2. PATIENT'S NAME (Last Name, First Name, Middle Initial): [redacted]		3. PATIENT'S BIRTH DATE MM DD YY: [redacted] SEX F X					4. INSURED'S NAME (Last Name, First Name, Middle Initial): [redacted]
5. PATIENT'S ADDRESS (No., Street): [redacted]		6. PATIENT RELATIONSHIP TO INSURED: Self X Spouse Child Other					7. INSURED'S ADDRESS (No., Street): [redacted]
CITY: QUINCY	STATE: CA	8. RESERVED FOR NUCC USE					CITY: [redacted] STATE: CA
ZIP CODE: 959719728	TELEPHONE (Include Area Code): ( )						ZIP CODE: 959719728 TELEPHONE (Include Area Code): ( )
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:					11. INSURED'S POLICY GROUP OR FECA NUMBER
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (CURRENT OR PREVIOUS) YES X NO					a. INSURED'S DATE OF BIRTH MM DD YY [redacted] SEX [redacted]
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? YES X NO PLACE (State)					b. OTHER CLAIM ID (Designated by NUCC)
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? YES X NO					c. INSURANCE PLAN NAME OR PROGRAM NAME
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)					d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES X NO If yes, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM

12. PATIENTS OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED SIGNATURE ON FILE DATE 08/15/23

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY	15. OTHER DATE QUAL MM DD YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY
17. NAME OF REFERRING PHYSICIAN OR OTHER SOURCE	17a. 17b. NPI	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 06 09 23 TO MM DD YY
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? YES X NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) A. F3481 B. C. D. E. F. G. H. I. J. K. L. ICD Ind. 0		22. RESUBMISSION CODE ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY	B. Place of Service	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID QUAL	J. RENDERING PROVIDER ID. #
1 06 09 23 06 09 23	21		99223	A	405 00	1.0		NPI	1780621367
2 06 10 23 06 10 23	21		99233	A	259 00	1.0		NPI	1780621367
3 06 11 23 06 11 23	21		99232	A	195 00	1.0		NPI	1780621367
4								NPI	
5								NPI	
6								NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
332453037	[redacted]	X YES NO	$ 859 00	$	$

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statement, on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH # (707) 800-7700
NANCY B HERRON M.D. SIGNED 08/15/2023 DATE	AURORA BEHAVIORAL-SANTA ROSA 1287 FULTON RD SANTA ROSA CA 954014923 a. 1922378215 b.	COMPREHENSIVE PSYCHIATRIC SOLUTIONS, PC 2450 W LONG LAKE RD STE 340 TROY MI 480986330 a. 1740758754 b.

NUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE APPROVED OMB-0938-1197 FORM 1500 (02-12)

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Audrey Rice, Administrator Assistant II**

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve budget transfers for all accounts to be balanced for Fiscal Year 22/23: Budget transfer in Department (20830) Senior Nutrition of $29,860 from Retirement (51080) to Accounts (51020-51110); Budget transfer in Department (20480) Senior Transportation of $55,000.00 from Regular wages (51000) and of $22,236.00 from Retirement (51080) to Accounts (51060-51070) to cover costs that exceeded expectation in 22/23 Budget; discussion and possible action; approved by the Auditor.**

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors approve the following Budget Transfers in order to balance FY22/23:

a. Budget Transfer in Department (20830) Senior Nutrition of $29,860.00 from Retirement (51080) to Other wages (51020) of $23,043.00 and OPEB Liability (51081) of $2,671.00 and Overtime (51060) of $114.00 and Unemployment Insurance (51070) of $1,797.00 and FICA (51100) of $2,200.00 and Compensation (51110) of $35.00, and

b. Budget Transfer in Department (20480) Senior Transportation of $55,000.00 from Regular wages and of $22,236.00 from Retirement (51080) to Overtime (51060) of $250.00 and OPEB Liability (51081) of $760.00 and Other wages (51020) of $74,000.00 and of Unemployment Insurance (51070) of $2,253.00.

Background and Discussion:

As the Board is aware, any transfers to or from personnel line items (51XXX) require your approval. The Board's approval of these recommendations will bring the county budgets in line with the approved grant budgets and actual costs for the remainder of FY22/23.

It is required that the Board approve the two attached budget transfers for Senior Nutrition and Senior Transportation to cover additional OPEB Liability, Unemployment Insurance, Compensation, Overtime, Other Wages, and FICA costs for the remainder of the Fiscal Year 2022-2023.

Action:

Approve budget transfers for all accounts to be balanced for Fiscal Year 22/23: Budget transfer in Department (20830) Senior Nutrition of $29,860 from Retirement (51080) to Accounts (51020-51110); Budget transfer in Department (20480) Senior Transportation of $55,000.00 from Regular wages (51000) and of $222,236.00 from Retirement (51080) to Accounts (51060-51070) to cover costs that exceeded expectation in 22/23 Budget; discussion and possible action; approved by Auditor.

Fiscal Impact:

None

Attachments:

1. Senior Nutrition_20830_Budget Transfer
2. Senior Transportation_20480_Budget Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Senior Nutrition Dept. No: 20830 Date 6/21/2023

The reason for this request is (check one):

			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☒	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001N	20830	51080	Retirement	29,860.00
			Total (must equal transfer to total)	29,860.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001N	20830	51020	Other Wages	23,043.00
0001N	20830	51081	OPEB liability	2,671.00
0001N	20830	51060	Overtime	114.00
0001N	20830	51070	Unemployment	1,797.00
0001N	20830	51100	FICA	2,200.00
0001N	20830	51110	Compensation	35.00
			Total (must equal transfer to total)	29,860.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

RECEIVED
JUN 22 2023
Auditor's / Risk

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) There are not enough funds in multiple accounts

B) Funds remain in account 51080

C) All accounts must be balanced by the end of the FY

D) No plans were made for overtime in the 2223 budget, other costs exceeded expectation

Approved by Department Signing Authority: DeLeon Jones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Mueller

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

COPY

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Senior Nutrition Dept. No: 20830 Date 6/21/2023

The reason for this request is (check one):

			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001N	20830	51080	Retirement	29,860.00
			Total (must equal transfer to total)	29,860.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001N	20830	51020	Other Wages	23,043.00
0001N	20830	51081	OPEB liability	2,671.00
0001N	20830	51060	Overtime	114.00
0001N	20830	51070	Unemployment	1,797.00
0001N	20830	51100	FICA	2,200.00
0001N	20830	51110	Compensation	35.00
			Total (must equal transfer to total)	29,860.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

RECEIVED
JUN 22 2023
Auditor's / Risk

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A) There are not enough funds in multiple accounts

B) Funds remain in account 51080

C) All accounts must be balanced by the end of the FY

D) No plans were made for overtime in the 2223 budget, other costs exceeded expectation

Approved by Department Signing Authority: DeLena Jones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Mark Clark

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG YR/PR	ACCOUNT JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE	
2083051	0001-0001N-05-20830-38-51-0000-0000-51000 - REGULAR WAGES											
							REVISED BUDGET				312,579.81	
							PER 01		23,760.47	23,760.47		
							PER 02		22,377.22	46,137.69		
							PER 03		13,898.24	60,035.93		
							PER 04		24,769.02	84,804.95		
							PER 05		40,147.76	124,952.71		
							PER 06		23,211.13	148,163.84		
							PER 07		22,904.56	171,068.40		
							PER 08		25,003.82	196,072.22		
							PER 09		25,486.13	221,558.35		
							PER 10		25,853.79	247,412.14		
23/11	1740	05/03/23	GNI	PR0503	PR050323	JE1740			13,050.91	260,463.05		
23/11	1741	05/17/23	GNI	PR0517	PR051723	JE1741			13,155.14	273,618.19		
23/11	3316	05/31/23	GNI	PR0531	PR053123	JE3316			13,062.18	286,680.37		
23/12	1370	06/14/23	GNI	PR0614	PR061423	JE1370			12,888.72	299,569.09		
	LEDGER BALANCES --- DEBITS:					299,569.09	CREDITS:		.00	NET:	299,569.09	
2083051	0001-0001N-05-20830-38-51-0000-0000-51020 - OTHER WAGES											
							REVISED BUDGET				32,582.27	
							PER 01		4,501.13	4,501.13		
							PER 02		4,155.00	8,656.13		
							PER 03		811.90	9,468.03		
							PER 04		2,894.53	12,362.56		
							PER 05		4,392.53	16,755.09		
							PER 06		4,901.25	21,656.34		
							PER 07		5,490.00	27,146.34	Transfer in $23043	
							PER 08		5,926.00	33,072.34		
							PER 09		3,876.13	36,948.47		
							PER 10		4,603.50	41,551.97		
23/11	1740	05/03/23	GNI	PR0503	PR050323	JE1740		B	2,526.50	44,078.47		
23/11	1741	05/17/23	GNI	PR0517	PR051723	JE1741		B	2,173.88	46,252.35		
23/11	3316	05/31/23	GNI	PR0531	PR053123	JE3316		B	2,232.00	48,484.35		
23/12	1370	06/14/23	GNI	PR0614	PR061423	JE1370		B	2,340.50	50,824.85		

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / ACCOUNT / YR/PR / JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
LEDGER BALANCES --- DEBITS:					50,824.85	CREDITS:	.00	NET:	50,824.85	
2083051 0001-0001N-05-20830-38-51-0000-0000-51060 - OVERTIME PAY										
							REVISED BUDGET			.00
23/11 1741	05/17/23	GNI	PR0517		JE1741		B	113.90	113.90	
PR051723										Transfer in 113.9
LEDGER BALANCES --- DEBITS:					113.90	CREDITS:	.00	NET:	113.90	
2083051 0001-0001N-05-20830-38-51-0000-0000-51070 - UNEMPLOYMENT INSURANCE										
							REVISED BUDGET			754.00
23/12 1528	06/14/23	GNI	1041		JE1041/1528		B	2,551.00	2,551.00	
UI FY2223 UI FY2223										Transfer in 1797
LEDGER BALANCES --- DEBITS:					2,551.00	CREDITS:	.00	NET:	2,551.00	
2083051 0001-0001N-05-20830-38-51-0000-0000-51080 - RETIREMENT										
							REVISED BUDGET			90,804.43
							PER 01	2,096.85	2,096.85	
							PER 02	1,973.13	4,069.98	
							PER 03	1,223.83	5,293.81	
							PER 04	2,183.32	7,477.13	
							PER 05	3,008.24	10,485.37	
							PER 06	2,045.59	12,530.96	
							PER 07	2,018.51	14,549.47	
							PER 08	2,204.09	16,753.56	
							PER 09	2,246.71	19,000.27	
							PER 10	2,279.20	21,279.47	
23/11 1740	05/03/23	GNI	PR0503		JE1740			1,150.58	22,430.05	61924 available
PR050323										
23/11 1741	05/17/23	GNI	PR0517		JE1741			1,159.78	23,589.83	
PR051723										
23/11 3316	05/31/23	GNI	PR0531		JE3316			1,154.69	24,744.52	
PR053123										
23/12 1370	06/14/23	GNI	PR0614		JE1370			1,136.22	25,880.74	
PR061423										
LEDGER BALANCES --- DEBITS:					25,880.74	CREDITS:	.00	NET:	25,880.74	

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG YR/PR	ACCOUNT JNL EFF DATE SRC REF1 REF2 REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
2083051	0001-0001N-05-20830-38-51-0000-0000-51081 - OPEB LIABILITY					
	REVISED BUDGET					17,543.00
23/12	1365 06/13/23 GNI 1037 JE1037/1365		B	20,214.00	20,214.00	
	OPEB 2223 OPEB FY2223					Transfer in $2671
	LEDGER BALANCES --- DEBITS: 20,214.00	CREDITS:	.00	NET:	20,214.00	
2083051	0001-0001N-05-20830-38-51-0000-0000-51090 - GROUP INSURANCE					
	REVISED BUDGET					69,971.51
	PER 01			4,186.57	4,186.57	
	PER 02			3,976.35	8,162.92	
	PER 03			3,976.34	12,139.26	
	PER 04			4,632.30	16,771.56	
	PER 05			4,178.67	20,950.23	
	PER 06			5,532.61	26,482.84	
	PER 07			5,140.96	31,623.80	
	PER 08			6,287.70	37,911.50	
	PER 09			8,526.95	46,438.45	
	PER 10			6,567.54	53,005.99	
23/11	1099 05/10/23 GEN JE931 JE1099			468.45	53,474.44	
	RET OP ENG CO PORT JAN-MAR23 FUNK					
23/11	1740 05/03/23 GNI PR0503 JE1740			3,764.47	57,238.91	
	PR050323					
23/11	1741 05/17/23 GNI PR0517 JE1741			2,803.07	60,041.98	
	PR051723					
23/12	1370 06/14/23 GNI PR0614 JE1370			3,764.47	63,806.45	
	PR061423					
	LEDGER BALANCES --- DEBITS: 63,806.45	CREDITS:	.00	NET:	63,806.45	
2083051	0001-0001N-05-20830-38-51-0000-0000-51100 - FICA/MEDICARE OASDI					
	REVISED BUDGET					28,039.08
	PER 01			2,182.31	2,182.31	
	PER 02			2,071.38	4,253.69	
	PER 03			1,129.82	5,383.51	
	PER 04			2,172.32	7,555.83	
	PER 05			3,450.02	11,005.85	Transfer in $2185
	PER 06			2,191.88	13,197.73	
	PER 07			2,219.33	15,417.06	
	PER 08			2,471.41	17,888.47	
	PER 09			2,528.67	20,417.14	
	PER 10			2,462.63	22,879.77	
23/11	1740 05/03/23 GNI PR0503 JE1740			1,294.78	24,174.55	
	PR050323					

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / ACCOUNT / YR/PR	JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
23/11	1741	05/17/23	GNI	PR0517		JE1741			1,210.93	25,385.48	
PR051723											
23/11	3316	05/31/23	GNI	PR0531		JE3316			1,170.03	26,555.51	
PR053123											
23/12	1370	06/14/23	GNI	PR0614		JE1370			1,268.14	27,823.65	
PR061423											
LEDGER BALANCES --- DEBITS:					27,823.65	CREDITS:		.00	NET:	27,823.65	
2083051 0001-0001N-05-20830-38-51-0000-0000-51110 - COMPENSATION INSURANCE											
REVISED BUDGET											3,744.00
23/12	1670	06/15/23	GNI	1042		JE1042/1670		B	3,778.99	3,778.99	
wocomp2223 Work Comp FY2223											
											Transfer in $35
LEDGER BALANCES --- DEBITS:					3,778.99	CREDITS:		.00	NET:	3,778.99	
GRAND TOTAL --- DEBITS:					494,562.67	CREDITS:		.00	NET:	494,562.67	

24 Records printed

** END OF REPORT - Generated by DeLena Jones **

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Senior Transportation Dept. No: 20480 Date 6/21/2023

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☒	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☑	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0116	20480	51000	Regular Wages	55,000.00
0116	20480	51080	Retirement	22,236.00
			Total (must equal transfer to total)	77,236.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0116	20480	51060	Overtime	250.00
0116	20480	51081	OPEB liability	760.00
0116	20480	51020	Other wages	74,000.00
0116	20480	51070	Unemployment Ins	2,253.00
			Total (must equal transfer to total)	77,263.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

RECEIVED
JUN 22 2023
Auditor's / Risk

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) There are not enough funds in account 51020 , 51060, 51080, and 51081

B) Funds remain in account 51080 and 51000

C) All accounts must be balanced by the end of the FY

D) No plans were made for overtime in the 2223 budget, group insurance, unemployment, and extra help costs exceeded expectation,

Approved by Department Signing Authority: DeLena Jones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Martell Hall

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

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Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

COPY

TRANSFER NUMBER
(Auditor's Use Only)

Department: Senior Transportation Dept. No: 20480 Date 6/21/2023

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☑	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0116	20480	51000	Regular Wages	55,000.00
0116	20480	51080	Retirement	22,236.00
			Total (must equal transfer to total)	77,236.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0116	20480	51060	Overtime	250.00
0116	20480	51081	OPEB liability	760.00
0116	20480	51020	Other wages	74,000.00
0116	20480	51070	Unemployment Ins	2,253.00
			Total (must equal transfer to total)	77,263.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

RECEIVED
JUN 22 2023
Auditor's / Risk

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) There are not enough funds in account 51020 , 51060, 51080, and 51081

B) Funds remain in account 51080 and 51000

C) All accounts must be balanced by the end of the FY

D) No plans were made for overtime in the 2223 budget, group insurance, unemployment, and extra help costs exceeded expectation,

Approved by Department Signing Authority: Rebecca Jones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Marla Thal

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG YR/PR	ACCOUNT TNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
2048051	0116-00000-09-20480-99-51-0000-0000-51000 - REGULAR WAGES								
					REVISED BUDGET				160,330.77
					PER 01		8,312.02	8,312.02	
					PER 02		8,353.23	16,665.25	
					PER 03		4,821.78	21,487.03	
					PER 04		8,204.56	29,691.59	
					PER 05		13,851.24	43,542.83	
					PER 06		7,275.22	50,818.05	
					PER 07		7,181.95	58,000.00	
					PER 08		7,945.89	65,945.89	
					PER 09		7,451.11	73,397.00	
					PER 10		7,708.10	81,105.10	
23/11	1740 05/03/23	GNI PR0503		JE1740			3,878.10	84,983.20	Transfer out $55000
	PR050323								
23/11	1741 05/17/23	GNI PR0517		JE1741			4,001.84	88,985.04	
	PR051723								
23/11	3316 05/31/23	GNI PR0531		JE3316			3,922.27	92,907.31	
	PR053123								
23/12	1370 06/14/23	GNI PR0614		JE1370			4,173.97	97,081.28	
	PR061423								
	LEDGER BALANCES --- DEBITS:		97,081.28		CREDITS:	.00	NET:	97,081.28	
2048051	0116-00000-09-20480-99-51-0000-0000-51020 - OTHER WAGES								
					REVISED BUDGET				66,538.00
					PER 01		8,478.75	8,478.75	
					PER 02		11,032.50	19,511.25	
					PER 03		8,092.54	27,603.79	
					PER 04		10,845.00	38,448.79	
					PER 05		15,060.89	53,509.68	
					PER 06		10,357.50	63,867.18	
					PER 07		11,358.75	75,225.93	
					PER 08		12,309.75	87,535.68	Transfer in 74000
					PER 09		10,529.63	98,065.31	
					PER 10		11,547.50	109,612.81	
23/11	1740 05/03/23	GNI PR0503		JE1740		B	5,870.63	115,483.44	
	PR050323								
23/11	1741 05/17/23	GNI PR0517		JE1741		B	5,688.51	121,171.95	
	PR051723								
23/11	3316 05/31/23	GNI PR0531		JE3316		B	5,076.25	126,248.20	
	PR053123								
23/12	1370 06/14/23	GNI PR0614		JE1370		B	4,921.25	131,169.45	
	PR061423								

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / YR/PR	ACCOUNT / JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
	LEDGER BALANCES --- DEBITS:			131,169.45		CREDITS:		.00	NET:	131,169.45	
2048051	0116-00000-09-20480-99-51-0000-0000-51060 - OVERTIME PAY										
							REVISED BUDGET				.00
							PER 01		22.50	22.50	
							PER 02		11.25	33.75	
							PER 03		12.37	46.12	
							PER 04		45.00	91.12	Transfer in $250
							PER 06		101.25	192.37	
							PER 10		23.25	215.62	
23/11	3316 05/31/23		GNI	PR0531		JE3316		B	34.88	250.50	
	PR053123										
	LEDGER BALANCES --- DEBITS:			250.50		CREDITS:		.00	NET:	250.50	
2048051	0116-00000-09-20480-99-51-0000-0000-51070 - UNEMPLOYMENT INSURANCE										
							REVISED BUDGET				218.00
23/12	1528 06/14/23		GNI	1041		JE1041/1528		B	2,471.00	2,471.00	
	UI FY2223	UI FY2223									Transfer in $2253
	LEDGER BALANCES --- DEBITS:			2,471.00		CREDITS:		.00	NET:	2,471.00	
2048051	0116-00000-09-20480-99-51-0000-0000-51080 - RETIREMENT										
							REVISED BUDGET				46,576.10
							PER 01		734.14	734.14	
							PER 02		737.74	1,471.88	
							PER 03		425.85	1,897.73	
							PER 04		724.59	2,622.32	
							PER 05		960.48	3,582.80	
							PER 06		642.45	4,225.25	
							PER 07		634.19	4,859.44	
							PER 08		701.72	5,561.16	$37000 available
							PER 09		657.98	6,219.14	
							PER 10		680.70	6,899.84	
23/11	1740 05/03/23		GNI	PR0503		JE1740			342.47	7,242.31	
	PR050323										
23/11	1741 05/17/23		GNI	PR0517		JE1741			353.41	7,595.72	
	PR051723										
23/11	3316 05/31/23		GNI	PR0531		JE3316			346.72	7,942.44	
	PR053123										
23/12	1370 06/14/23		GNI	PR0614		JE1370			368.64	8,311.08	
	PR061423										

ORG YR/PR ACCOUNT JNL EFF DATE SRC REF1 REF2 REF3 CHECK # OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
LEDGER BALANCES --- DEBITS: 8,311.08 CREDITS: .00 NET:		8,311.08	
2048051 0116-00000-09-20480-99-51-0000-0000-51081 - OPEB LIABILITY			
REVISED BUDGET			5,899.00
23/12 1365 06/13/23 GNI 1037 JE1037/1365 B OPEB 2223 OPEB FY2223	6,659.00	6,659.00	
LEDGER BALANCES --- DEBITS: 6,659.00 CREDITS: .00 NET:		6,659.00	Transfer in $760
2048051 0116-00000-09-20480-99-51-0000-0000-51090 - GROUP INSURANCE			
REVISED BUDGET			55,278.12
PER 01	1,631.91	1,631.91	
PER 02	1,633.57	3,265.48	
PER 03	1,658.57	4,924.05	
PER 04	1,658.56	6,582.61	
PER 05	1,555.50	8,138.11	
PER 06	1,452.46	9,590.57	
PER 07	1,452.45	11,043.02	
PER 08	1,888.36	12,931.38	
PER 09	2,839.85	15,771.23	
PER 10	1,955.38	17,726.61	
23/11 1740 05/03/23 GNI PR0503 JE1740 PR050323	977.69	18,704.30	
23/11 1741 05/17/23 GNI PR0517 JE1741 PR051723	977.69	19,681.99	
23/12 1370 06/14/23 GNI PR0614 JE1370 PR061423	977.69	20,659.68	
LEDGER BALANCES --- DEBITS: 20,659.68 CREDITS: .00 NET:		20,659.68	
2048051 0116-00000-09-20480-99-51-0000-0000-51100 - FICA/MEDICARE OASDI			
REVISED BUDGET			17,591.16
PER 01	1,257.91	1,257.91	
PER 02	1,459.88	2,717.79	
PER 03	979.56	3,697.35	
PER 04	1,438.66	5,136.01	
PER 05	2,171.57	7,307.58	
PER 06	1,321.55	8,629.13	
PER 07	1,383.23	10,012.36	
PER 08	1,547.75	11,560.11	
PER 09	1,446.25	13,006.36	
PER 10	1,478.23	14,484.59	

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG YR/PD	ACCOUNT JNL EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
23/11	1740 05/03/23	GNI	PR0503		JE1740			747.42	15,232.01	
	PR050323									
23/11	1741 05/17/23	GNI	PR0517		JE1741			742.97	15,974.98	
	PR051723									
23/11	3316 05/31/23	GNI	PR0531		JE3316			691.07	16,666.05	
	PR053123									
23/12	1370 06/14/23	GNI	PR0614		JE1370			697.45	17,363.50	
	PR061423									
	LEDGER BALANCES --- DEBITS:				17,363.50	CREDITS:	.00	NET:	17,363.50	
2048051	0116-00000-09-20480-99-51-0000-0000-51110 - COMPENSATION INSURANCE									
	REVISED BUDGET									3,430.00
23/12	1670 06/15/23	GNI	1042		JE1042/1670			3,144.34	3,144.34	
	wocomp2223 Work Comp FY2223									
	LEDGER BALANCES --- DEBITS:				3,144.34	CREDITS:	.00	NET:	3,144.34	
	GRAND TOTAL --- DEBITS:				287,109.83	CREDITS:	.00	NET:	287,109.83	

23 Records printed

** END OF REPORT - Generated by DeLena Jones **

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Audrey Rice, Administrator Assistant II**

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve budget transfers for all accounts to be balanced for Fiscal Year 22/23: Budget transfer in Department (70560) Public Health of $98,496.00 from Regular wages (51000) to OPEB liability (51081) and Unemployment Insurance (51070) and Compensation (51110); Budget transfer in Department (70561) Public Health of $2,337.00 from Retirement (51080) to Overtime (51060) and Group Insurance (51090) and Unemployment (51070); Budget transfer in Department (70566) Public Health of $1,918.00 from retirement (51080) to Overtime (51060) and Group Insurance (51090) and Unemployment (51070); Budget transfer in Departement (70559) Public Health of $212.00 from Retirement (51080) to Unemployment (51070) and OPEB Liability (51081) to cover costs that exceeded expectation in FY 2022-2023 Budget; discussion possible action; approved by the Auditor.**

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors approve the following budget transfers in order for accounts to balance for Fiscal Year 2022-2023:

a. Budget transfer in Department (70560) Public Health of $98,496.00 from Regular Wages (51000) to OPEB Liability (51081) of $24,733.00 and Unemployment Insurance (51070) of $4,473 and Compensation (51110) of $69,290.00, and
b. Budget transfer in Department (70561) Public Health of $2,337.00 from Retirement (51080) to Overtime (51060) of $650.00 and Group Insurance (51090) of $1,622.00 and Unemployment Insurance (51070) of $65.00, and
c. Budget transfer in Department (70566) Public Health of $1,918.00 from Retirement (51080) to Overtime (51060) of $650.00 and Group Insurance (51090) of $1,213.00 and Unemployment Insurance (51070) of $55.00, and
d. Budget transfer in Department (70559) Public Health of $212.00 from Retirement (51080) to Unemployment Insurance (51070) of $43.00 and OPEB Liability (51081) of $169.00.

Background and Discussion:

As the Board is aware, any transfers to or from personnel line items (51XXX) require your approval. The Board's approval of these recommendations will bring the county budgets in line with the approved grants budgets and actual costs for the remainder of Fiscal Year 2022-2023.

It is requested that the Board approve the four attached budget transfers for Public Health to cover additional OPEB Liability, Unemployment Insurance, Compensation, Overtime, Group Insurance costs for the remainder of the Fiscal year 2022-2023.

Action:

Approve budget transfers for all accounts to be balanced for Fiscal Year 22/23: Budget transfer in Department (70560) Public Health of $98,496.00 from Regular wages (51000) to OPEB liability (51081) and Unemployment Insurance (51070) and Compensation (51110); Budget transfer in Department (70561) Public Health of $2,337.00 from Retirement (51080) to Overtime (51060) and Group Insurance (51090) and

Unemployment (51070); Budget transfer in Department (70566) Public Health of $1,918.00 from retirement (51080) to Overtime (51060) and Group Insurance (51090) and Unemployment (51070); Budget transfer in Departement (70559) Public Health of $212.00 from Retirement (51080) to Unemployment (51070) and OPEB Liability (51081) to cover costs that exceeded expectation in FY 2022-2023 Budget.

Fiscal Impact:

none

Attachments:

1. Public Health_70560_Budget Transfer
2. Public Health_70561_Budget Transfer
3. Public Health_70566_Budget Transfer
4. Public Health_70599_Budget Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Health Dept. No: 70560 Date 6/21/2023

The reason for this request is (check one):

			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☒	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☒	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70560	51000	Regular Wages	98,496.00
			Total (must equal transfer to total)	98,496.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70560	51081	OPEB liability	24,733.00
0015	70560	51070	Unemployment ins	4,473.00
0015	70560	51110	Compensation Ins	69,290.00
			Total (must equal transfer to total)	98,496.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

RECEIVED
JUN 22 2023
Auditor's / Risk

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) There are not enough funds in account several accounts

B) Funds remain in account 51000

C) All accounts must be balanced by the end of the FY

D) No plans were made for overtime in the 2223 budget, other costs exceeded expectation

Approved by Department Signing Authority: Debra Jones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Marie Richau

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / YR/PR	ACCOUNT / JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
7055951	0015-00000-04-70559-24-51-0000-0000-51100 - FICA/MEDICARE OASDI										
								REVISED BUDGET			3,076.57
								PER 01	195.43	195.43	
								PER 02	208.37	403.80	
								PER 03	129.78	533.58	
								PER 04	205.58	739.16	
								PER 05	277.00	1,016.16	
								PER 06	176.09	1,192.25	
								PER 07	174.95	1,367.20	
								PER 08	233.67	1,600.87	
								PER 09	271.44	1,872.31	
								PER 10	83.12	1,955.43	
23/11	1740 05/03/23		GNI	PR0503		JE1740			35.67	1,991.10	
	PR050323										
23/11	1741 05/17/23		GNI	PR0517		JE1741			128.56	2,119.66	
	PR051723										
23/11	3316 05/31/23		GNI	PR0531		JE3316			124.69	2,244.35	
	PR053123										
23/12	1370 06/14/23		GNI	PR0614		JE1370			128.55	2,372.90	
	PR061423										
	LEDGER BALANCES --- DEBITS:				2,372.90		CREDITS:	.00	NET:	2,372.90	
7055951	0015-00000-04-70559-24-51-0000-0000-51110 - COMPENSATION INSURANCE										
								REVISED BUDGET			660.00
23/12	1670 06/15/23		GNI	1042		JE1042/1670			604.89	604.89	
	wocomp2223 Work Comp FY2223										
	LEDGER BALANCES --- DEBITS:				604.89		CREDITS:	.00	NET:	604.89	
7056051	0015-00000-04-70560-24-51-0000-0000-51000 - REGULAR WAGES										
								REVISED BUDGET			2,132,474.07
								PER 01	123,284.93	123,284.93	
								PER 02	124,071.05	247,355.98	
								PER 03	77,391.23	324,747.21	
								PER 04	111,115.76	435,862.97	
								PER 05	161,886.13	597,749.10	
								PER 06	105,346.41	703,095.51	
								PER 07	113,884.04	816,979.55	604037 available
								PER 08	117,752.38	934,731.93	
								PER 09	115,476.19	1,050,208.12	
								PER 10	117,571.69	1,167,779.81	
23/11	1740 05/03/23		GNI	PR0503		JE1740			59,009.43	1,226,789.24	
	PR050323										

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / YR/PR	ACCOUNT / JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
23/11	1741	05/17/23	GNI	PR0517		JE1741			60,476.19	1,287,265.43	
	PR051723										
23/11	3316	05/31/23	GNI	PR0531		JE3316			62,004.20	1,349,269.63	
	PR053123										
23/12	1370	06/14/23	GNI	PR0614		JE1370			59,168.33	1,408,437.96	
	PR061423										
	LEDGER BALANCES --- DEBITS:				1,408,437.96	CREDITS:		.00	NET:	1,408,437.96	
7056051	0015-00000-04-70560-24-51-0000-0000-51020 - OTHER WAGES										
						REVISED BUDGET					200,000.00
						PER 01			9,616.92	9,616.92	
						PER 02			8,746.87	18,363.79	
						PER 03			3,632.21	21,996.00	
						PER 04			7,732.04	29,728.04	
						PER 05			13,944.88	43,672.92	
						PER 06			8,028.19	51,701.11	
						PER 07			5,315.66	57,016.77	
						PER 08			2,896.00	59,912.77	
						PER 09			4,464.04	64,376.81	$125210 available
						PER 10			2,992.50	67,369.31	
23/11	1740	05/03/23	GNI	PR0503		JE1740			1,470.00	68,839.31	
	PR050323										
23/11	1741	05/17/23	GNI	PR0517		JE1741			1,470.00	70,309.31	
	PR051723										
23/11	3316	05/31/23	GNI	PR0531		JE3316			1,400.00	71,709.31	
	PR053123										
23/12	1370	06/14/23	GNI	PR0614		JE1370			1,330.00	73,039.31	
	PR061423										
	LEDGER BALANCES --- DEBITS:				73,039.31	CREDITS:		.00	NET:	73,039.31	
7056051	0015-00000-04-70560-24-51-0000-0000-51060 - OVERTIME PAY										
						REVISED BUDGET					25,000.00
						PER 01			87.27	87.27	
						PER 02			480.00	567.27	
						PER 03			65.44	632.71	
						PER 04			64.98	697.69	
						PER 05			276.47	974.16	
						PER 06			1,552.48	2,526.64	
						PER 07			2,749.01	5,275.65	
						PER 08			1,815.16	7,090.81	

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG YR/PR	ACCOUNT JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
							PER 09		1,350.69	8,441.50	
23/11	1741	05/17/23	GNI	PR0517		JE1741			86.44	8,527.94	
	PR051723										
23/12	1370	06/14/23	GNI	PR0614		JE1370			542.01	9,069.95	
	PR061423										
	LEDGER BALANCES --- DEBITS:				9,069.95		CREDITS:	.00	NET:	9,069.95	
7056051	0015-00000-04-70560-24-51-0000-0000-51070 - UNEMPLOYMENT INSURANCE										
							REVISED BUDGET				.00
23/12	1528	06/14/23	GNI	1041		JE1041/1528		B	4,473.00	4,473.00	
	UI FY2223	UI FY2223									Transfer in 4473
	LEDGER BALANCES --- DEBITS:				4,473.00		CREDITS:	.00	NET:	4,473.00	
7056051	0015-00000-04-70560-24-51-0000-0000-51080 - RETIREMENT										
							REVISED BUDGET				619,483.76
							PER 01		10,909.89	10,909.89	
							PER 02		10,920.39	21,830.28	
							PER 03		6,019.27	27,849.55	
							PER 04		9,818.85	37,668.40	
							PER 05		14,275.14	51,943.54	
							PER 06		8,828.90	60,772.44	
							PER 07		10,111.16	70,883.60	
							PER 08		10,310.24	81,193.84	
							PER 09		10,238.13	91,431.97	
							PER 10		10,414.40	101,846.37	
23/11	1740	05/03/23	GNI	PR0503		JE1740			5,226.46	107,072.83	
	PR050323										
23/11	1741	05/17/23	GNI	PR0517		JE1741			5,356.66	112,429.49	
	PR051723										
23/11	3316	05/31/23	GNI	PR0531		JE3316			5,481.17	117,910.66	
	PR053123										
23/12	1370	06/14/23	GNI	PR0614		JE1370			5,249.15	123,159.81	
	PR061423										
	LEDGER BALANCES --- DEBITS:				123,159.81		CREDITS:	.00	NET:	123,159.81	

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / ACCOUNT / YR/PR / JNL / EFF DATE / SRC / REF1 / REF2 / REF3 / CHECK # / OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
7056051 0015-00000-04-70560-24-51-0000-0000-51081 - OPEB LIABILITY			
REVISED BUDGET			60,392.00
23/12 1365 06/13/23 GNI 1037 JE1037/1365 B	85,125.00	85,125.00	
OPEB 2223 OPEB FY2223			Transfer in 24733
LEDGER BALANCES --- DEBITS: 85,125.00 CREDITS: .00 NET:		85,125.00	
7056051 0015-00000-04-70560-24-51-0000-0000-51090 - GROUP INSURANCE			
REVISED BUDGET			451,940.93
PER 01	19,778.91	19,778.91	
PER 02	17,997.52	37,776.43	
PER 03	18,338.34	56,114.77	
PER 04	17,705.30	73,820.07	
PER 05	17,720.01	91,540.08	
PER 06	15,088.33	106,628.41	
PER 07	15,533.43	122,161.84	
PER 08	17,756.99	139,918.83	
PER 09	34,633.60	174,552.43	
PER 10	21,071.11	195,623.54	
23/11 2 05/01/23 GNI ET420 ET2	7.49	195,631.03	
CP HEALTH PERS ADMIN MAY23			
23/11 1740 05/03/23 GNI PR0503 JE1740	10,647.61	206,278.64	
PR050323			
23/11 1741 05/17/23 GNI PR0517 JE1741	11,910.12	218,188.76	
PR051723			
23/11 2481 05/26/23 GNI ET452 ET2481	7.74	218,196.50	
CO CP HLTH PERS ADMIN JUN23			
23/12 1370 06/14/23 GNI PR0614 JE1370	10,676.67	228,873.17	
PR061423			
LEDGER BALANCES --- DEBITS: 228,873.17 CREDITS: .00 NET:		228,873.17	
7056051 0015-00000-04-70560-24-51-0000-0000-51100 - FICA/MEDICARE OASDI			
REVISED BUDGET			178,849.27
PER 01	9,775.52	9,775.52	
PER 02	9,808.27	19,583.79	
PER 03	5,978.04	25,561.83	
PER 04	8,814.62	34,376.45	
PER 05	13,127.24	47,503.69	
PER 06	8,361.34	55,865.03	
PER 07	8,934.09	64,799.12	
PER 08	9,182.91	73,982.03	
PER 09	10,368.14	84,350.17	

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / YR/PR	ACCOUNT / JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
							PER 10		9,304.63	93,654.80	
23/11	1740	05/03/23	GNI	PR0503		JE1740			4,647.91	98,302.71	
	PR050323										
23/11	1741	05/17/23	GNI	PR0517		JE1741			4,759.07	103,061.78	
	PR051723										
23/11	3316	05/31/23	GNI	PR0531		JE3316			4,850.39	107,912.17	
	PR053123										
23/12	1370	06/14/23	GNI	PR0614		JE1370			4,710.21	112,622.38	
	PR061423										
	LEDGER BALANCES --- DEBITS:				112,622.38		CREDITS:	.00	NET:	112,622.38	
7056051	0015-00000-04-70560-24-51-0000-0000-51110 - COMPENSATION INSURANCE										
							REVISED BUDGET				.00
23/12	1670	06/15/23	GNI	1042		JE1042/1670		B	69,290.00	69,290.00	
	wocomp2223 Work Comp FY2223										
											Transfer in 69290
	LEDGER BALANCES --- DEBITS:				69,290.00		CREDITS:	.00	NET:	69,290.00	
7056051	0015-00000-04-70560-24-51-0000-0000-51120 - CELL PHONE ALLOW										
							REVISED BUDGET				5,160.00
							PER 01		430.00	430.00	
							PER 02		430.00	860.00	
							PER 03		430.00	1,290.00	
							PER 04		455.00	1,745.00	
							PER 05		430.00	2,175.00	
							PER 06		430.00	2,605.00	
							PER 07		430.00	3,035.00	
							PER 08		430.00	3,465.00	
							PER 09		430.00	3,895.00	
							PER 10		430.00	4,325.00	
23/11	1740	05/03/23	GNI	PR0503		JE1740			215.00	4,540.00	
	PR050323										
23/11	1741	05/17/23	GNI	PR0517		JE1741			215.00	4,755.00	
	PR051723										
23/12	1370	06/14/23	GNI	PR0614		JE1370			225.00	4,980.00	
	PR061423										
	LEDGER BALANCES --- DEBITS:				4,980.00		CREDITS:	.00	NET:	4,980.00	

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG ACCOUNT YR/PR	JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
7056051 0015-00000-04-70560-24-51-0000-0000-51128 - BILINGUAL ALLOWANCE											
							REVISED BUDGET				840.00
							PER 01		70.00	70.00	
							PER 02		70.00	140.00	
							PER 03		70.00	210.00	
							PER 04		70.00	280.00	
							PER 05		70.00	350.00	
							PER 06		70.00	420.00	
							PER 07		70.00	490.00	
							PER 08		70.00	560.00	
							PER 09		70.00	630.00	
							PER 10		70.00	700.00	
23/11	1740	05/03/23	GNI	PR0503		JE1740			35.00	735.00	
PR050323											
23/11	1741	05/17/23	GNI	PR0517		JE1741			35.00	770.00	
PR051723											
23/12	1370	06/14/23	GNI	PR0614		JE1370			17.50	787.50	
PR061423											
LEDGER BALANCES --- DEBITS:						787.50	CREDITS:	.00	NET:	787.50	
7056051 0015-00000-04-70560-24-51-0000-0000-51150 - LIFE INSURANCE											
							REVISED BUDGET				334.32
							PER 01		27.86	27.86	
							PER 02		27.86	55.72	
							PER 03		27.86	83.58	
							PER 04		27.86	111.44	
							PER 05		27.86	139.30	
							PER 06		27.86	167.16	
							PER 07		27.86	195.02	
							PER 08		27.86	222.88	
							PER 09		27.86	250.74	
							PER 10		27.86	278.60	
23/11	1740	05/03/23	GNI	PR0503		JE1740			13.93	292.53	
PR050323											
23/11	1741	05/17/23	GNI	PR0517		JE1741			13.93	306.46	
PR051723											
23/12	1370	06/14/23	GNI	PR0614		JE1370			13.93	320.39	
PR061423											
LEDGER BALANCES --- DEBITS:						320.39	CREDITS:	.00	NET:	320.39	

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Health Dept. No: 70561 Date 6/21/2023

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☑	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70561	51080	Retirement	2,337.00
			Total (must equal transfer to total)	2,337.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70561	51060	Overtime	650.00
0015	70561	51090	Group Insurance	1,622.00
0015	70561	51070	Unemployment	65.00
			Total (must equal transfer to total)	2,337.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

RECEIVED
JUN 22 2023
Auditor's / Risk

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) There are not enough funds in account 51060, 51070, and 51090

B) Funds remain in account 51080

C) All accounts must be balanced by the end of the FY

D) No plans were made for overtime in the 2223 budget, group insurance and unemployment costs exceeded expectation

Approved by Department Signing Authority: DJones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Martha Hall

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / YR/PR	ACCOUNT / JNL EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
7056151	0015-0015P-04-70561-24-51-0000-0000-51000 - REGULAR WAGES									
					REVISED BUDGET					56,324.32
					PER 01			4,279.56	4,279.56	
					PER 02			4,299.25	8,578.81	
					PER 03			2,407.09	10,985.90	
					PER 04			3,798.11	14,784.01	
					PER 05			5,697.19	20,481.20	
					PER 06			4,017.65	24,498.85	
					PER 07			3,464.97	27,963.82	
					PER 08			4,237.16	32,200.98	
					PER 09			4,237.14	36,438.12	
					PER 10			4,237.15	40,675.27	
23/11	1740 05/03/23	GNI	PR0503		JE1740			2,118.58	42,793.85	
	PR050323									
23/11	1741 05/17/23	GNI	PR0517		JE1741			2,118.58	44,912.43	
	PR051723									
23/11	3316 05/31/23	GNI	PR0531		JE3316			2,118.58	47,031.01	
	PR053123									
23/12	1370 06/14/23	GNI	PR0614		JE1370			2,118.58	49,149.59	
	PR061423									
	LEDGER BALANCES --- DEBITS:			49,149.59	CREDITS:		.00	NET:	49,149.59	
7056151	0015-0015P-04-70561-24-51-0000-0000-51060 - OVERTIME PAY									
					REVISED BUDGET					.00
					PER 01			22.77	22.77	
					PER 02			125.21	147.98	
					PER 03			17.08	165.06	
					PER 06			69.97	235.03	
					PER 07			86.44	321.47	Transfer in 650
					PER 08			172.87	494.34	
					PER 09			102.90	597.24	
23/11	1741 05/17/23	GNI	PR0517		JE1741		B	8.23	605.47	
	PR051723									
23/12	1370 06/14/23	GNI	PR0614		JE1370		B	37.04	642.51	
	PR061423									
	LEDGER BALANCES --- DEBITS:			642.51	CREDITS:		.00	NET:	642.51	
7056151	0015-0015P-04-70561-24-51-0000-0000-51070 - UNEMPLOYMENT INSURANCE									
					REVISED BUDGET					25.00
23/12	1528 06/14/23	GNI	1041		JE1041/1528		B	90.00	90.00	
	UI FY2223 UI FY2223									Transfer in 65

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG ACCOUNT YR/PR	JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
LEDGER BALANCES --- DEBITS:						90.00	CREDITS:	.00	NET:	90.00	
7056151 0015-0015P-04-70561-24-51-0000-0000-51080 - RETIREMENT											
								REVISED BUDGET			16,362.22
								PER 01	369.66	369.66	
								PER 02	371.47	741.13	
								PER 03	207.22	948.35	
								PER 04	327.09	1,275.44	
								PER 05	494.96	1,770.40	
								PER 06	346.49	2,116.89	
								PER 07	293.48	2,410.37	
								PER 08	365.89	2,776.26	
								PER 09	364.47	3,140.73	$11746.45 available
								PER 10	363.11	3,503.84	
23/11	1740	05/03/23	GNI	PR0503		JE1740			181.55	3,685.39	
PR050323											
23/11	1741	05/17/23	GNI	PR0517		JE1741			181.56	3,866.95	
PR051723											
23/11	3316	05/31/23	GNI	PR0531		JE3316			187.27	4,054.22	
PR053123											
23/12	1370	06/14/23	GNI	PR0614		JE1370			181.55	4,235.77	
PR061423											
LEDGER BALANCES --- DEBITS:						4,235.77	CREDITS:	.00	NET:	4,235.77	
7056151 0015-0015P-04-70561-24-51-0000-0000-51081 - OPEB LIABILITY											
								REVISED BUDGET			1,500.00
23/12	1365	06/13/23	GNI	1037		JE1037/1365			1,450.00	1,450.00	
OPEB 2223 OPEB FY2223											
LEDGER BALANCES --- DEBITS:						1,450.00	CREDITS:	.00	NET:	1,450.00	
7056151 0015-0015P-04-70561-24-51-0000-0000-51090 - GROUP INSURANCE											
								REVISED BUDGET			4,636.32
								PER 01	383.35	383.35	
								PER 02	382.71	766.06	
								PER 03	382.12	1,148.18	
								PER 04	265.37	1,413.55	
								PER 05	265.38	1,678.93	Transfer in 1622
								PER 06	324.83	2,003.76	
								PER 07	384.25	2,388.01	

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
					PER 08		384.27	2,772.28	
					PER 09		1,411.54	4,183.82	
					PER 10		589.72	4,773.54	
23/11	1740 05/03/23	GNI PR0503		JE1740		B	294.85	5,068.39	
	PR050323								
23/11	1741 05/17/23	GNI PR0517		JE1741		B	294.85	5,363.24	
	PR051723								
23/12	1370 06/14/23	GNI PR0614		JE1370		B	294.86	5,658.10	
	PR061423								
	LEDGER BALANCES --- DEBITS:			5,658.10	CREDITS:	.00	NET:	5,658.10	
7056151	0015-0015P-04-70561-24-51-0000-0000-51100 - FICA/MEDICARE OASDI								
					REVISED BUDGET				4,308.81
					PER 01		310.88	310.88	
					PER 02		320.22	631.10	
					PER 03		174.08	805.18	
					PER 04		276.57	1,081.75	
					PER 05		416.15	1,497.90	
					PER 06		290.71	1,788.61	
					PER 07		246.67	2,035.28	
					PER 08		313.00	2,348.28	
					PER 09		386.94	2,735.22	
					PER 10		316.17	3,051.39	
23/11	1740 05/03/23	GNI PR0503		JE1740			158.08	3,209.47	
	PR050323								
23/11	1741 05/17/23	GNI PR0517		JE1741			158.72	3,368.19	
	PR051723								
23/11	3316 05/31/23	GNI PR0531		JE3316			162.07	3,530.26	
	PR053123								
23/12	1370 06/14/23	GNI PR0614		JE1370			160.93	3,691.19	
	PR061423								
	LEDGER BALANCES --- DEBITS:			3,691.19	CREDITS:	.00	NET:	3,691.19	
7056151	0015-0015P-04-70561-24-51-0000-0000-51110 - COMPENSATION INSURANCE								
					REVISED BUDGET				1,039.00
23/12	1670 06/15/23	GNI 1042		JE1042/1670			927.82	927.82	
	wocomp2223 Work Comp FY2223								
	LEDGER BALANCES --- DEBITS:			927.82	CREDITS:	.00	NET:	927.82	

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Health Dept. No: 70566 Date 6/21/2023

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☒	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☒	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70566	51080	Retirement	1,918.00
			Total (must equal transfer to total)	1,918.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70566	51060	Overtime	650.00
0015	70566	51090	Group Insurance	1,213.00
0015	40566	51070	Unemployment	55.00
			Total (must equal transfer to total)	1,918.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

RECEIVED
JUN 22 2023
Auditor's / Risk

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) There are not enough funds in account 51060 , 51070, and 51090

B) Funds remain in account 51008

C) All accounts must be balanced by the end of the FY

D) No plans were made for overtime in the 2223 budget, group insurance and unemployment costs exceeded expectation

Approved by Department Signing Authority: DeLena Jones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Marlee Hahn

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

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Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / YR/PR	ACCOUNT / JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	DB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
7056651	0015-0015P-04-70566-24-51-0000-0000-51000 - REGULAR WAGES										
							REVISED BUDGET				53,704.39
							PER 01		4,052.75	4,052.75	
							PER 02		4,075.73	8,128.48	
							PER 03		2,282.03	10,410.51	
							PER 04		3,574.60	13,985.11	
							PER 05		5,361.88	19,346.99	
							PER 06		3,794.07	23,141.06	
							PER 07		3,131.13	26,272.19	$3350 available
							PER 08		4,013.61	30,285.80	
							PER 09		4,013.62	34,299.42	
							PER 10		4,013.63	38,313.05	
23/11	1740	05/03/23	GNI	PR0503	PR050323	JE1740			2,006.82	40,319.87	
23/11	1741	05/17/23	GNI	PR0517	PR051723	JE1741			2,006.81	42,326.68	
23/11	3316	05/31/23	GNI	PR0531	PR053123	JE3316			2,006.81	44,333.49	
23/12	1370	06/14/23	GNI	PR0614	PR061423	JE1370			2,006.82	46,340.31	
	LEDGER BALANCES --- DEBITS:					46,340.31	CREDITS:		.00	NET: 46,340.31	
7056651	0015-0015P-04-70566-24-51-0000-0000-51060 - OVERTIME PAY										
							REVISED BUDGET				.00
							PER 01		16.44	16.44	
							PER 02		90.43	106.87	
							PER 03		12.34	119.21	
							PER 06		69.97	189.18	
							PER 07		86.44	275.62	
							PER 08		172.87	448.49	
							PER 09		102.90	551.39	
23/11	1741	05/17/23	GNI	PR0517	PR051723	JE1741		B	8.23	559.62	Transfer in 650
23/12	1370	06/14/23	GNI	PR0614	PR061423	JE1370		B	37.04	596.66	
	LEDGER BALANCES --- DEBITS:					596.66	CREDITS:		.00	NET: 596.66	

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / YR/PR	ACCOUNT / JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
7056651	0015-0015P-04-70566-24-51-0000-0000-51070 - UNEMPLOYMENT INSURANCE										
								REVISED BUDGET			20.00
23/12	1528	06/14/23	GNI	1041		JE1041/1528		B	73.00	73.00	
	UI FY2223 UI FY2223										Transfer in 53
	LEDGER BALANCES --- DEBITS:					73.00	CREDITS:	.00	NET:	73.00	
7056651	0015-0015P-04-70566-24-51-0000-0000-51080 - RETIREMENT										
								REVISED BUDGET			15,514.84
								PER 01	348.88	348.88	
								PER 02	350.93	699.81	
								PER 03	195.76	895.57	
								PER 04	306.58	1,202.15	
								PER 05	464.57	1,666.72	
								PER 06	325.99	1,992.71	
								PER 07	262.68	2,255.39	
								PER 08	345.39	2,600.78	
								PER 09	343.84	2,944.62	
								PER 10	342.22	3,286.84	
23/11	1740	05/03/23	GNI	PR0503		JE1740			171.12	3,457.96	
	PR050323										$11137 available
23/11	1741	05/17/23	GNI	PR0517		JE1741			171.09	3,629.05	
	PR051723										
23/11	3316	05/31/23	GNI	PR0531		JE3316			177.41	3,806.46	
	PR053123										
23/12	1370	06/14/23	GNI	PR0614		JE1370			171.12	3,977.58	
	PR061423										
	LEDGER BALANCES --- DEBITS:					3,977.58	CREDITS:	.00	NET:	3,977.58	
7056651	0015-0015P-04-70566-24-51-0000-0000-51081 - OPEB LIABILITY										
								REVISED BUDGET			1,540.00
23/12	1365	06/13/23	GNI	1037		JE1037/1365			1,450.00	1,450.00	
	OPEB 2223 OPEB FY2223										
	LEDGER BALANCES --- DEBITS:					1,450.00	CREDITS:	.00	NET:	1,450.00	
7056651	0015-0015P-04-70566-24-51-0000-0000-51090 - GROUP INSURANCE										
								REVISED BUDGET			3,744.72
								PER 01	309.66	309.66	
								PER 02	308.99	618.65	
											Transfer in 1212.99

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
					PER 03		308.42	927.07	
					PER 04		191.67	1,118.74	
					PER 05		191.67	1,310.41	
					PER 06		251.10	1,561.51	
					PER 07		310.57	1,872.08	
					PER 08		310.54	2,182.62	
					PER 09		1,120.91	3,303.53	
					PER 10		472.62	3,776.15	
23/11	1740 05/03/23	GNI PR0503		JE1740		B	236.32	4,012.47	
	PR050323								
23/11	1741 05/17/23	GNI PR0517		JE1741		B	236.32	4,248.79	
	PR051723								
23/12	1370 06/14/23	GNI PR0614		JE1370		B	236.30	4,485.09	
	PR061423								
	LEDGER BALANCES --- DEBITS:			4,485.09	CREDITS:	.00	NET:	4,485.09	

7056651 0015-0015P-04-70566-24-51-0000-0000-51100 - FICA/MEDICARE OASDI

					REVISED BUDGET				4,085.65
					PER 01		296.52	296.52	
					PER 02		304.03	600.55	
					PER 03		166.54	767.09	
					PER 04		263.35	1,030.44	
					PER 05		395.98	1,426.42	
					PER 06		278.84	1,705.26	
					PER 07		226.36	1,931.62	
					PER 08		300.99	2,232.61	
					PER 09		358.13	2,590.74	
					PER 10		300.68	2,891.42	
23/11	1740 05/03/23	GNI PR0503		JE1740			150.35	3,041.77	
	PR050323								
23/11	1741 05/17/23	GNI PR0517		JE1741			150.97	3,192.74	
	PR051723								
23/11	3316 05/31/23	GNI PR0531		JE3316			153.54	3,346.28	
	PR053123								
23/12	1370 06/14/23	GNI PR0614		JE1370			153.16	3,499.44	
	PR061423								
	LEDGER BALANCES --- DEBITS:			3,499.44	CREDITS:	.00	NET:	3,499.44	

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / YR/PR	ACCOUNT / JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
7056651	0015-0015P-04-70566-24-51-0000-0000-51110 - COMPENSATION INSURANCE										
								REVISED BUDGET			831.00
23/12	1670	06/15/23	GNI	1042		JE1042/1670			744.11	744.11	
	wocomp2223 Work Comp FY2223										
	LEDGER BALANCES --- DEBITS:					744.11	CREDITS:	.00	NET:	744.11	
	GRAND TOTAL --- DEBITS:					2,295,920.07	CREDITS:	.00	NET:	2,295,920.07	

93 Records printed

** END OF REPORT - Generated by DeLena Jones **

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Health Dept. No: 70559 Date 6/21/2023

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70559	51080	Retirement	212.00
			Total (must equal transfer to total)	212.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015	70559	51070	Unemployment	43.00
0015	70559	51081	OPEB Liability	169.00
			Total (must equal transfer to total)	212.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) There are not enough funds in account 51070 51081

B) Funds remain in account 51080

C) All accounts must be balanced by the end of the FY

D) No plans were made for costs that exceeded expectation

Approved by Department Signing Authority: D Jones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Matt Clark

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

Plumas County

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG / YR/PR	ACCOUNT / JNL	EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
7055951	0015-00000-04-70559-24-51-0000-0000-51000 - REGULAR WAGES										
							REVISED BUDGET				40,204.99
							PER 01		2,814.63	2,814.63	
							PER 02		2,985.19	5,799.82	
							PER 03		1,836.95	7,636.77	
							PER 04		2,924.71	10,561.48	
							PER 05		3,957.08	14,518.56	
							PER 06		2,638.05	17,156.61	
							PER 07		2,623.43	19,780.04	
							PER 08		3,140.89	22,920.93	4422 available
							PER 09		3,082.49	26,003.42	
							PER 10		1,111.26	27,114.68	
23/11	1740	05/03/23	GNI	PR0503		JE1740			478.51	27,593.19	
	PR050323										
23/11	1741	05/17/23	GNI	PR0517		JE1741			1,629.82	29,223.01	
	PR051723										
23/11	3316	05/31/23	GNI	PR0531		JE3316			1,629.82	30,852.83	
	PR053123										
23/12	1370	06/14/23	GNI	PR0614		JE1370			1,629.81	32,482.64	
	PR061423										
	LEDGER BALANCES --- DEBITS:					32,482.64	CREDITS:	.00	NET:	32,482.64	
7055951	0015-00000-04-70559-24-51-0000-0000-51070 - UNEMPLOYMENT INSURANCE										
							REVISED BUDGET				16.00
23/12	1528	06/14/23	GNI	1041		JE1041/1528		B	59.00	59.00	
	UI FY2223 UI FY2223										Transfer in 43
	LEDGER BALANCES --- DEBITS:					59.00	CREDITS:	.00	NET:	59.00	
7055951	0015-00000-04-70559-24-51-0000-0000-51080 - RETIREMENT										
							REVISED BUDGET				11,069.56
							PER 01		235.87	235.87	
							PER 02		254.47	490.34	
							PER 03		163.83	654.17	
							PER 04		253.82	907.99	
							PER 05		346.06	1,254.05	
							PER 06		229.45	1,483.50	7952 available
							PER 07		228.14	1,711.64	
							PER 08		273.78	1,985.42	
							PER 09		267.98	2,253.40	
							PER 10		94.95	2,348.35	
23/11	1740	05/03/23	GNI	PR0503		JE1740			41.16	2,389.51	
	PR050323										

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 13

ORG YR/PR	ACCOUNT JNL EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
23/11	1741 05/17/23	GNI	PR0517		JE1741			142.43	2,531.94	
	PR051723									
23/11	3316 05/31/23	GNI	PR0531		JE3316			144.08	2,676.02	
	PR053123									
23/12	1370 06/14/23	GNI	PR0614		JE1370			142.43	2,818.45	
	PR061423									
	LEDGER BALANCES --- DEBITS:			2,818.45	CREDITS:		.00	NET:	2,818.45	
7055951	0015-00000-04-70559-24-51-0000-0000-51081 - OPEB LIABILITY									
					REVISED BUDGET					1,460.00
23/12	1365 06/13/23	GNI	1037		JE1037/1365		B	1,629.00	1,629.00	
	OPEB 2223 OPEB FY2223									
										Transfer in 169
	LEDGER BALANCES --- DEBITS:			1,629.00	CREDITS:		.00	NET:	1,629.00	
7055951	0015-00000-04-70559-24-51-0000-0000-51090 - GROUP INSURANCE									
					REVISED BUDGET					7,501.88
					PER 01			625.08	625.08	
					PER 02			619.70	1,244.78	
					PER 03			618.62	1,863.40	
					PER 04			550.58	2,413.98	
					PER 05			519.22	2,933.20	
					PER 06			519.21	3,452.41	
					PER 07			519.21	3,971.62	
					PER 08			882.34	4,853.96	
					PER 09			1,434.70	6,288.66	
					PER 10			139.56	6,428.22	
23/11	1740 05/03/23	GNI	PR0503		JE1740			69.77	6,497.99	
	PR050323									
23/11	1741 05/17/23	GNI	PR0517		JE1741			132.78	6,630.77	
	PR051723									
23/12	1370 06/14/23	GNI	PR0614		JE1370			132.78	6,763.55	
	PR061423									
	LEDGER BALANCES --- DEBITS:			6,763.55	CREDITS:		.00	NET:	6,763.55	

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Chad Hermann, Undersheriff**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize the fixed asset purchase of two (2) unmarked law enforcement vehicles; not to exceed $140,000.00 from fund 70331-541500; (No General Fund Impact) use of** Sheriff's AB443 funds; **discussion and possible action. Four/Fifths Roll call vote.**

Recommendation:
Approve and authorize the fixed asset purchase and equipping of two (2) unmarked law enforcement vehicles from Sheriff's AB443 funds for a total amount not to exceed $140,000.00 from 70331-541500.

Background and Discussion:
The Sheriff's Office needs to purchase and equip two (2) unmarked SUV-style vehicles utilized by the investigations unit to replace two older high-mileage vehicles. Due to supply chain issues, the exact make and model has not been selected at this time. We are requesting authorization to move forward with the selection and purchase of the vehicles conforming with the county's purchasing policy.

Action:

Approve and authorize the fixed asset purchase and equipping of two (2) unmarked law enforcement vehicles from Sheriff's AB443 funds for a total amount not to exceed $140,000.00 from 70331-541500.

Fiscal Impact:

No impact on the General Fund.

Attachments:
None

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Chad Hermann, Undersheriff**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and** NEOGOV/PowerDMS for Powertime, PowerFTO, Power Training and Power Policy software services for scheduling and training subscription**; effective October 1, 2023; not to exceed $40,000.00; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign an agreement with NEOGOV/PowerDMS for Powertime, PowerFTO, Power Training and Power Policy software services for scheduling and training subscription.

Background and Discussion:
NEOGOV/PowerDMS software provides a variety of online services developed to streamline the delivery and cloud-based storage of departmental field training, work schedules, policy and procedures and continued video training in conjunction with current policy guidelines. The scheduling app allows real-time changes in scheduling to be sent to all department members instantly. The FTO and training app allows training officers and the FTO supervisor to document, review and store all records electronically, while sharing training needs with other FTO's within the department. The Policy app allows all members of the department the ability to review policy in the field when in question. More importantly, it provides the ability to electronically notice all employees when policy is updated and requires an acknowledgment that the policy has been read and understood, thus improving accountability. The training app matches policy with training videos or documents that can be sent to the department members testing their knowledge retention on specific policies. In all, this product will assist the Sheriff's Office in moving away from paper documentation into digital FTO management, scheduling, training, policies and accountability. Two year cost not to exceed $40,000.

Action:

Approve and authorize Chair to sign an agreement with NEOGOV/PowerDMS for Powertime, PowerFTO, Power Training and Power Policy software services for scheduling and training subscription.

Fiscal Impact:

No fiscal impact on the general fund.

Attachments:
1. 23-577 FINAL

MASTER PURCHASE AGREEMENT
COUNTY OF PLUMAS

Date: 08/15/2023

Vendor: Governmentjobs.com

Tel: 800-749-5104

County: County of Plumas
Department of the Sheriff's Office

_____, California 95971
Tel: 530-283-6375

Description: Purchase of PowerTime, PowerFTO, PowerTraining and PowerPolicy software services as identified in the quote attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed $ Forty Thousand Dollars ($40,000)

Term: Agreement shall commence on 10/01/2023 and shall terminate on 10/01/2025 unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Services Agreement which is attached as Exhibit B hereto and incorporated herein by this reference.

VENDOR:

Governmentjobs.com, a California Corporation

By:_____
Shane Evangelist
Chief Executive Officer
Date signed:

By:_____
David Eisler
Secretary
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Greg Hagwood
Chair of the Board of Supervisors
Date signed:

ATTEST:

By:_____
Kristina Rogers
Deputy Clerk of the Board
Date Signed:

Approved as to form:

_____ 8/21/2023
Joshua Brechtel
Deputy County Counsel

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Contract Records		Order Details	
Account Number:	A-29645	**Order #:**	Q-219552
Customer:	Plumas County Sheriff's Office (CA)	**Valid Until:**	12/29/2023
Employee Count:	89	**Subscription Start Date:**	Last signature date, or as shown in grid below (as applicable), whichever is later.
Sales Rep:	Macey Pagan	**Subscription Term (months):**	24

Customer Contact			
Billing Contact:	Plumas County Sheriff's Office (CA)	**Shipping Contact :**	Plumas County Sheriff's Office (CA) Jeremy Beatley
Billing Address:	1400 E Main St Quincy, CA 95971	**Shipping Address:**	1400 E Main St Quincy, CA 95971
Billing Contact Email:		**Shipping Contact Email:**	jbeatley@pcso.net
Billing Phone:		**Shipping Phone:**	(530)283-6389

Payment Terms			
Payment Term:	Net 30	**Notes:**	
PO Number:			

Subscription Service

Year 1

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerFTO Subscription	Recurring	8/1/2023	7/31/2024	1	$3,187.50
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
PowerFTO Setup	Services	–	–	1	$1,150.00
The one-time implementation fee to build the site includes access to all online resources to assist in site customization, video tutorials, user-guides, an PowerFTO implementation specialist, and online user training sessions.					
PowerTime Subscription	Recurring	8/1/2023	7/31/2024	1	$2,998.80
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
PowerTime Setup	Services	–	–	1	$1,150.00
Services to setup PowerTime for an agency includes Importing Employee List from Excel, Create Unit and Base/Employee Templates, One 2-3-hour Online Admin Training Session, One 1-hour follow-up Online Q&A Session					
PowerPolicy Professional Subscription	Recurring	8/1/2023	7/31/2024	89	$6,934.30
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.					
PowerTraining	Recurring	8/1/2023	7/31/2024	89	$1,084.60
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.					
PowerPolicy Professional Setup (Onboarding)	Services	–	–	1	$1,000.00
This package ensures a smooth implementation and successful ongoing use of PowerPolicy. This package includes Implementation Management: Led by a designated Implementation Specialist, guiding administrators through predetermined milestones to lead to a successful product launch, Project Management, Document and User Import and Site Configuration.					
				Year 1 TOTAL:	$17,505.20

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Year 2

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerFTO Subscription	Recurring	8/1/2024	7/31/2025	1	$3,975.00
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
PowerTime Subscription	Recurring	8/1/2024	7/31/2025	1	$3,739.68
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
PowerPolicy Professional Subscription	Recurring	8/1/2024	7/31/2025	89	$8,647.48
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.					
PowerTraining	Recurring	8/1/2024	7/31/2025	89	$1,352.56
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.					
				Year 2 TOTAL:	$17,714.72

Total: | $35,219.92

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are **due upon the invoice due date.** The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total-length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Accepted and Agreed By Authorized Representative of:
Plumas County Sheriff's Office (CA)

Signature: _____

Printed Name: _____

Title: _____

Date _____

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

SERVICES AGREEMENT

V040123

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

   b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

   c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

10. Data Processing and Privacy.

    a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

    b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

    c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.

    d) Data Responsibilities.

        i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

        ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the

extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

18. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

19. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

20. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

21. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.

22. General.
    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.

e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

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Digital Management Software
A NEOGOV Company

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds**. If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, and (ii) subcontractors who will not have any access to Customer Data.

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Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html and/or https://apidocs.powerdms.com ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html and/or https://apidocs.powerdms.com from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Chad Hermann, Undersheriff**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Plumas-Sierra Telecommunications (PST) which will allow PST to connect to users at the county-owned communication site located on Radio Hill and provide PST with the ability to offer fiber-optic connectivity to its tenants and prospective tenants; effective September 5, 2023; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Review, approve and request the Chair sign an agreement with Plumas Sierra Telecommunications, (PST), that allows that entity to connect to users at the County-owned communication site located on Radio Hill.

Background and Discussion:
Numerous commercial users on Radio Hill desire a fiber connection to bolster their communication needs, which ultimately will give the public more options for broadband access and help cellular carriers provide a better product at the Radio Hill site.

Action:

Review, approve and request the Chair sign an agreement with Plumas Sierra Telecommunications, (PST), that allows that entity to connect to users at the County-owned communication site located on Radio Hill.

Fiscal Impact:

No Fiscal Impact on the General Fund.

Attachments:
1. 23-209 FINAL

AGREEMENT FOR FIBER-OPTIC CONNECTIVITY ON RADIO HILL

This fiber-optic connectivity agreement, dated the ____ day of _____, 2023, is between the Plumas County Sheriff's Office, "PCSO", and Plumas-Sierra Telecommunications, "PST", in order to provide fiber-optic connectivity to users on Radio Hill.

The PCSO desires to be able to offer fiber-optic connectivity for its tenants and prospective tenants on Radio Hill.

PST is a telecommunications utility that provides fiber connectivity on Radio Hill to benefit Plumas County and the PCSO. This connectivity allows the PCSO to attract Radio Hill tower tenants that would not otherwise rent tower/building space without fiber-optic access.

It is agreed that PST is a utility providing a service, not a tenant renting space on Radio Hill. As such, PST is not subject to recurring fees or any other charges by Plumas County and/or the PCSO. The PCSO also agrees that PST will invoice its customers separately for any services they receive from PST connecting at Radio Hill.

PST agrees to install a conduit, fiber-optic cable, and a fiber-optic patch panel for connectivity inside the PCSO building on Radio Hill. The patch panel will be secured with a locking cover, to be provided by PST.

The PCSO will provide PST with a 15 inch high by 20 inch wide by 4 inch deep space on a wall in order to house the wall mounted patch panel and enclosure. As the patch panel is a passive device, no electric power is required as part of this agreement.

The PCSO, upon receipt of a valid letter of agency (LOA) from PST, will allow Radio Hill tenants to run fiber cross connects to be left hanging adjacent to PST's patch panel. PST will complete the connection of the hanging cable to the patch panel. Only PST personnel are authorized to directly access PST's patch panel.

Tenants of PCSO may also permit PST to install equipment in the tenants' racks. PCSO will permit PST personnel to install such equipment upon receipt of a valid LOA from PCSO's tenant. PCSO will not charge PST for such installations, and will not charge its tenants beyond what they would pay to use equivalent space and power for their own use.

The initial term of this agreement is for five years and will automatically renew for successive five-year terms unless canceled by either party in writing within ninety days of the agreement renewal date.

Plumas County Board of Supervisors
Name: Greg Hagwood
Title: Chair
Signature:_____
Date:_____

Attest-
Name:_____
Title: Clerk of the Board
Signature:_____
Date:_____

Plumas-Sierra Telecommunications
Name: Robert Marshall
Title: CEO
Signature:_____
Date:_____

Name: Bill Newberg
Title: CFO
Signature:_____
Date:_____

Approved as to form:

Gretchen Stuhr
Plumas County Counsel

PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve and authorize Chair to sign a Third Amendment to the agreement between Plumas County Auditor-Controller and Tyler Technologies, Inc. for the redesign of the Chart of Accounts; effective September 5, 2023; for an additional amount not to exceed $40,000; (General Fund Impact); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign a third amendment to the agreement between Plumas County Auditor-Controller and Tyler Technologies, Inc.; effective September 5, 2023; not to exceed $40,000; (General Fund Impact); approved as to form by County Counsel.

Background and Discussion:
The Chart of Accounts needs to be redesigned to work properly in the Munis ERP system.

Action:

Approve the agenda item.

Fiscal Impact:

This has been budgeted in the Auditor-Controller FY23-24 budget.

Attachments:
1. 23-588 FINAL
2. Original Munis Contract AUD18250001

THIRD AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND TYLER TECHNOLOGIES, Inc.

This Third Amendment to Agreement ("Amendment") is made on September 5, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Tyler Technologies, Inc. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. PLUMAS COUNTY and TYLER TECHNOLOGIES, INC. entered into a written Agreement signed by the County on March 20, 2018, (the "Agreement"), in which TYLER TECHNOLOGIES, Inc. agreed to provide certain software and associated services, including implementation services to Plumas County.

    b. Because of a need to redesign the current Chart of Accounts the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

    a. Contractor will provide the following additional services, Chart of Account Redesign at the price in the attached Scope of Work, for an additional amount not to exceed $40,000, pursuant to the attached Statement of Work (SOW).

    b. Contractor will provide the County with detailed invoices for all services provided pursuant to the Statement of Work (SOW).

3. **Effectiveness of Agreement:** Except as set forth in this Third Amendment of Agreement, Second Amendment Dated March 7, 2023, and First Amendment dated July 14, 2020, all provisions of the Agreement dated March 20, 2018, shall remain unchanged and in full force and effect.

CONTRACTOR:

Tyler Technologies, Inc.

By:_____
Name: Robert Kennedy-Jensen
Title: Group General Counsel
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Name: Greg Hagwood
Title: Chair,Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Kristina Rogers
Title: Deputy Clerk of the Board
Date signed:

Approved as to form:

Sara James
Deputy County Counsel II

8/24/2023

1 Tyler Drive, Yarmouth, ME 04096 Phone 800.772.2260

Tyler Technologies Development Client Sign-Off	
Client Name	**Plumas County, CA**
Modification Description	**Chart of Accounts Redesign**
Reference #	**MUN-457554**
Service/Modification Cost	**$40,000**
Delivery Version and/or Date	**2019.1, by TBD**
Document Date	**March 10, 20023**
Sign-Off Required By	**April 10, 2023**

Following this Tyler Technologies Development Client Sign Off is a Statement of Work for your review and approval. This will be entered into our Work Order system with the noted delivery date if approved by the above date. If the modification is not approved within this timeframe, the delivery date will be adjusted to fit into the development schedule at a later date as determined by the Product Manager.

In order to schedule and begin work on the described services, Tyler requires your authorization. For authorization please print, sign and date the bottom of this letter and return to Kathy Thompson at Kathy.thompson@tylertech.com. Please provide a purchase order if needed along with your specification sign-off.

Tyler will invoice the Client fees for this modification 50% upon sign-off and 50% upon execution in the client's live environment.

_____

Printed Name

_____ _____

Signature Date

1 Tyler Drive, Yarmouth, ME 04096 Phone 800.772.2260

Enterprise ERP Professional Services
Chart of Accounts Redesign
Statement of Work (SOW)

Objective

The objective of this project is to redesign the client's current chart of accounts. This process will change all associated history that reference an org/object /project combination to the new chart based upon a crosswalk developed under this Statement of Work.

Approach

The approach is a collaboration between the client and the EERP Professional Services team. Each party has specific responsibilities under this agreement. Detailed division of responsibilities is listed in this SOW. The overall responsibilities can be categorized as follows:

- The EERP Analyst is responsible for education of the processes necessary to implement the new chart in EERP and the technical processing of the chart.

- The client is responsible for development, cross-walking, conversion proofing and establishment of the new chart. It is required that the client remain at a constant EERP version from the start to completion of the conversion project.

- Our EERP Software Engineer is responsible for error checking and creating a customized data conversion utility to be used in processing the test and live conversion passes. This statement of work provides up to 4 conversion passes. Additional conversion passes beyond 4 will be billable at $1,400 per additional pass.

- A Live Conversion Pass date will be determined once the project has begun. This will be shown in the Proposed Timeline chart. Tyler and Professional Services requires that an actual completion of the conversion in live must occur no later than 180 days from the stated Live Conversion Pass date.

Terms of Payment

Upon acceptance of the statement of work, Tyler will bill 50% of the total project with the remaining 50% due upon delivery of the final "live" Conversion pass.

1 Tyler Drive, Yarmouth, ME 04096 Phone 800.772.2260

Deliverable Phases

1. *First Deliverable Phase*: This phase consists of providing the COA Conversion Interface tables and programs. The Analyst will provide MUN numbers for the necessary package installation. These must be installed in Live. Note: these are separate tables and any data entered or updated here will not affect the Live COA or any transactions in EERP.

2. *Second Deliverable Phase*: This phase consists of the initial completion of the new chart of accounts. The Analyst will schedule status calls to review set up, as well as conversion errors found during the Validation steps. It is the responsibility of the client to make changes to the COA segments and accounts if issues relate to the data; the Analyst and Software Engineer will work with the client to resolve program related errors. The Analyst will coordinate a time with the client to run the first conversion pass in the client's test/train environment. The client will refresh Train or Test for the first COA pass prior to the designated date.

3. *Third Deliverable Phase*: The Analyst will conduct a status call with the client to review conversion errors found in the first conversion run. It is the responsibility of the client to correct the errors. The Analyst will coordinate a time with the client to run the 2nd conversion pass in the client's test/train environment. This project scope includes three conversion passes, after which the Analyst will review any resulting error reports. If additional conversion passes are required, the client will be charged for each.

4. *Final Deliverable Phase*: The Analyst will coordinate a time with the client to run the final conversion pass into the client's test/train environment. A status call will be scheduled with the Analyst and the client to review the final pass.

   The client will sign off on the conversion data that will give Professional Service the authority to run the final conversion in the client's LIVE environment.

Division of Responsibilities:

Client Responsibilities	Analyst Responsibilities	Software Engineer Responsibilities
• Load the COA Conversion Interface tables and custom conversion programs • Using the COA Conversion Interface, crosswalk all old accounts to new accounts (Orgs, Objects, Projects, and segments).	• The Analyst cannot provide design recommendations on any new chart settings. If that is required, a Tyler consultant service should be arranged. • Provide COA Conversion Interface documentation. • Provide project plan within one week of analysis	• Develop and customize a conversion utility to convert the GL Accounts, orgs, objects and projects as needed in all EERP modules used by the client. • Convert old to new chart in Train or Test environment.

• Remain at a constant EERP version from the start to completion of the conversion project. • Proof Conversion • Development and execution of testing plan (with items listed in this SOW as post-conversion at a minimum) • Sign-off on redesign set up, test conversion, and final conversion. • Manually update tables that only reference org or object such as Security and Payroll tables. Note: These are tables that store only a portion of the Account (such as Object). • Educate users on new chart of accounts format • Archive any historical reports ensuring all reporting requirements are satisfied prior to live conversion.	session. • Provide feedback to questions related to functionality and best practice setup in EERP • Review validation errors prior to conversion. • Review conversion errors with client. • Assist client in developing testing plan. • Establish and monitor project schedule. • Provide 15-30 minute weekly or biweekly status calls.	• Convert old to new chart in LIVE environment.

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NOTE: If your System Department Codes and/or PR/PM Location/Work Location Codes were set up to match a segment of your COA, please be aware that these will not be updated with the COA Redesign.

Pre-Conversion Tasks

(Client responsibility)

- All funds must be in balance.
- All revenues and expenses must be reconciled before the conversion.
- All encumbrances must be reconciled before the conversion.
- All batches should be posted in all modules when the conversion is run.
- A clean table validation report must be run prior to conversion. If there are any errors, they must be cleaned up prior to the conversion.

Before the conversion is run the following tasks must be completed:

- Clean Table validation report
- YTD Budget report for all accounts
- Trial balance for balance sheet accounts only for all funds
- Trial balance for all accounts for all funds
- PO's by GL account report
- AR Charge code list with GL accounts

Post Conversion Testing

(Both for training conversion and live conversion)
(Client responsibility)

Once the conversion has been run the following module-specific processes should be tested.

General Ledger

- ***GL Table Validation*** – This will list all errors found between GL tables. The Validation Table must be clean before proceeding with tests within other modules.

- ***Trial Balance*** – Run this to make sure the fund is in balance, that all accounts correctly had their balances moved/merged.

- ***Year to Date budget report*** – Run this to make sure all budgets were converted correctly.

- ***Fund Attribute Table*** – Verify that every fund has an attribute table with complete control accounts.

- ***Due to/Due From Table*** – Verify that all new funds have been added to the DT/DF table with a relationship between the appropriate funds.

- ***Journal Entry –*** Enter a journal entry that crosses funds. Confirm the proper control accounts and balancing DT/DF entries are created.

Purchase Orders

- ***PO by GL Account*** – Run this report to make sure all accounts were correctly converted/merged. Best to run this report before conversion with old accounts & then again with new.

- ***PO Maintenance*** – Choose a sampling of Purchase Orders (some with multiple lines, multiple accounts, etc.) and perform PO Maintenance as well as posting the journal to the GL.

- ***Requisition processing*** – run through the entire requisition processing using different id codes (if possible) or change the 'EERP' defaults to test the requisition dept/loc defaults and the posting of requisitions.

- ***Commodity Codes-*** Update the GL object code if applicable

Accounts Payable

- ***Invoice Maintenance*** – Run several invoices through invoice maintenance changing amounts and accounts.

- ***Void Check*** – Void several checks and run the cash disbursement journal

- ***Invoice Processing*** – run the entire invoice process, liquidating Purchase orders both partially and fully.

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Contract Management

- ***Contract Maintenance*—**Update GL segments for “Amounts by Segments” or “Items w/Account Segments” enforcement methods.

Project Ledger

- ***Default GL and Budget Accounts*-**Update default GL and Budget accounts on PL strings if the default is not a full account. (Just a segment, org, or object.)

Payroll

- Manually update payroll tables that reference only org or object codes such as Employee Master, Deduction Master etc.
    - Control File – if currently defining default orgs but not partial accounts
    - Pay Types
    - Deduction Master
    - Job Class

- Run Payroll and Post to General Ledger, note errors in Payroll Proof and those listed when posting to the GL

Accounts Receivable

- Review Charge Codes Report

Role Based Security

- Manually update General Ledger Account Restrictions

Workflow Business Rules

- SEG or SOA Business rules

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Proposed Timeline

Note: The timeline will be built after project startup and collective review of necessary steps and mutual schedules. If a 3rd pass is not needed, developer availability will be reviewed at that time to determine if an earlier Live run can be scheduled.

Task	Date
Redesign Analysis	Upon signoff
COA Conversion Interface set up completed in Live	TBD
1st Test Conversions Pass	TBD
2nd Test Conversions Pass	TBD
3rd Test Conversions Pass	TBD
Approve Live COA Conversion	TBD
Live Conversion Pass	TBD

AUD 1825 0001



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Plumas County, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.

- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional Data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable,

outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

   8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a

substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of,

either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and

promotional materials

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement

Schedule 1: Support Call Process
Exhibit D Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: Robert Kennedy-Jensen

Title: Senior Corporate Attorney

Date: 3/26/18

Plumas County, CA

By: _____

Name: JEFF ENGEL

Title: CHAIR

Date: 3/20/18

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:
Plumas County Auditor/Controller
520 Main Street, Room 205
Quincy, CA 95971
Attn: Roberta Allen

Approved as to form:

_____ 3/6/2018

Gretchen Stuhr
Deputy Plumas County Counsel



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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tyler technologies

Quoted By:	Kyle Johnson
Date:	3/2/2018
Quote Expiration:	4/5/2017
Quote Name:	Plumas County-ERP-Munis
Quote Number:	2016-23612-7
Quote Description:	Plumas County Contract Quote (v.8) 030118

Sales Quotation For

Plumas County
208 Fairground Rd
Quincy, California 95971-9462
Phone (530) 283-6315

SaaS			One Time Fees		
Description	**# Years**	**Annual Fee**	**Impl. Days**	**Impl. Cost**	**Data Conversion**
Financial:					
Accounting/GL/BG/AP	7	$31,774.00	20	$25,500.00	$10,600.00
Capital Assets	7	$7,392.00	5	$6,375.00	$3,000.00
Cash Management	7	$6,023.00	4	$5,100.00	$0.00
Contract Management	7	$3,712.00	3	$3,825.00	$0.00
Project & Grant Accounting	7	$6,186.00	4	$5,100.00	$0.00
Purchasing	7	$13,388.00	10	$12,750.00	$0.00
Human Capital Management:					
Human Resources & Talent Management	7	$4,607.00	5	$6,375.00	$0.00
Payroll w/ESS	7	$10,354.00	13	$16,575.00	$8,500.00
Recruiting	7	$1,654.00	2	$2,550.00	$0.00
Productivity:					
Munis Analytics & Reporting (SaaS)	7	$17,579.00	10	$12,750.00	$0.00
Tyler Content Manager SE	7	$11,593.00	4	$5,100.00	$0.00
Tyler Forms Processing	7	$5,622.00	0	$0.00	$0.00

SaaS

Description	# Years	Annual Fee	One Time Fees: Impl. Days	One Time Fees: Impl. Cost	One Time Fees: Data Conversion
	Sub-Total:	$119,884.00		$102,000.00	$22,100.00
	Less Discount:	*$23,977.00*		*$0.00*	*$0.00*
	TOTAL:	**$95,907.00**	**80**	**$102,000.00**	**$22,100.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Not-to-Exceed Consulting & Implementation Services	20	$1,275.00	$0.00	$25,500.00
Project Planning Services	1	$6,000.00	$0.00	$6,000.00
Tyler Forms Library - Financial	1	$1,800.00	$0.00	$1,800.00
Tyler Forms Library - Payroll	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Library - Personnel Action	1	$1,000.00	$0.00	$1,000.00
Tyler Forms Processing Configuration	1	$2,000.00	$0.00	$2,000.00
VPN Device	1	$4,000.00	$0.00	$4,000.00
TOTAL:				**$41,500.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$1,650.00*			*$0.00*
TOTAL:				**$1,650.00**			**$0.00**

Summary

	One Time Fees	Recurring Fees
Total SaaS	$0.00	$95,907.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$165,600.00	$0.00
Total 3rd Party Hardware, Software and Services	$1,650.00	$0.00

Summary	One Time Fees	Recurring Fees
Summary Total	$167,250.00	$95,907.00
Contract Total (Excluding Estimated Travel Expenses)	$838,599.00	
Estimated Travel Expenses	$42,470.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	$1,500.00	$0.00	$1,500.00
Accounting - Budgets up to 3 years	$1,500.00	$0.00	$1,500.00
Accounting Standard COA	$2,000.00	$0.00	$2,000.00
Accounts Payable - Checks up to 5 years	$1,600.00	$0.00	$1,600.00
Accounts Payable - Invoice up to 5 years	$2,400.00	$0.00	$2,400.00
Accounts Payable Standard Master	$1,600.00	$0.00	$1,600.00
Capital Assets Std Master	$3,000.00	$0.00	$3,000.00
Payroll - Accumulators up to 5 years	$1,400.00	$0.00	$1,400.00
Payroll - Check History up to 5 years	$1,200.00	$0.00	$1,200.00
Payroll - Earning/Deduction Hist up to 5 years	$2,500.00	$0.00	$2,500.00
Payroll - PM Action History up to 5 years	$1,400.00	$0.00	$1,400.00
Payroll - Standard	$2,000.00	$0.00	$2,000.00
TOTAL:			**$22,100.00**

Optional SaaS

Description	# Years	Annual Fee	One Time Fees: Impl. Days	Impl. Cost	Data Conversion
Financial:					
Bid Management	7	$3,639.00	3	$3,825.00	$0.00
Employee Expense Reimbursement	7	$3,680.00	4	$5,100.00	$0.00
Inventory	7	$6,818.00	5	$6,375.00	$4,700.00
Human Capital Management:					
ExecuTime Advance Scheduling - Up to 50 Employees	7	$4,805.00	6	$7,650.00	$0.00
ExecuTime Advance Scheduling Mobile Access	7	$2,352.00	0	$0.00	$0.00
ExecuTime Time & Attendance Mobile Access	7	$3,003.00	0	$0.00	$0.00
ExecuTime Time & Attendance - Up to 500 Employees	7	$13,330.00	16	$20,400.00	$0.00
Revenue:					
Accounts Receivable	7	$6,618.00	8	$10,200.00	$0.00
General Billing	7	$3,023.00	4	$5,100.00	$0.00
Tyler Cashiering	7	$12,206.00	5	$6,375.00	$0.00
Productivity:					
eProcurement	7	$5,755.00	1	$1,275.00	$0.00
Additional:					
CAFR Statement Builder	7	$7,981.00	3	$3,825.00	$0.00
	TOTAL:	**$73,210.00**	**55**	**$70,125.00**	**$4,700.00**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Contracts - D	$0.00	0	$0.00	$4,000.00	$4,000.00	$0.00
Payroll - Accrual Balances - B	$0.00	0	$0.00	$1,500.00	$1,500.00	$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Payroll - Certifications - B	$0.00	0	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Deductions - B	$0.00	0	$0.00	$1,800.00	$1,800.00	$0.00
Payroll - Education - B	$0.00	0	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Position Control - B	$0.00	0	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Recruiting - B	$0.00	0	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - State Retirement Tables - B	$0.00	0	$0.00	$1,400.00	$1,400.00	$0.00
Project Grant Accounting - Actuals up to 3 years - D	$0.00	0	$0.00	$1,500.00	$1,500.00	$0.00
Project Grant Accounting - Budgets up to 3 years - D	$0.00	0	$0.00	$1,500.00	$1,500.00	$0.00
Project Grant Accounting Standard - D	$0.00	0	$0.00	$2,000.00	$2,000.00	$0.00
Purchasing - Purchase Orders - Standard Open PO's only - D	$0.00	0	$0.00	$2,700.00	$2,700.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$22,000.00**	**$22,000.00**	**$0.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
P-Card Import Format	1	$5,500.00	$0.00	$5,500.00
POS Cash Installation (Up to 3)	1	$1,000.00	$0.00	$1,000.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Library - General Billing	1	$2,000.00	$0.00	$2,000.00
TOTAL:				**$15,500.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Contracts	$4,000.00	$0.00	$4,000.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Inventory - Commodity Codes	$1,200.00	$0.00	$1,200.00
Inventory Std Master	$3,500.00	$0.00	$3,500.00
Payroll - Accrual Balances	$1,500.00	$0.00	$1,500.00
Payroll - Certifications	$1,400.00	$0.00	$1,400.00
Payroll - Deductions	$1,800.00	$0.00	$1,800.00
Payroll - Education	$1,400.00	$0.00	$1,400.00
Payroll - Position Control	$1,400.00	$0.00	$1,400.00
Payroll - Recruiting	$1,400.00	$0.00	$1,400.00
Payroll - State Retirement Tables	$1,400.00	$0.00	$1,400.00
Project Grant Accounting - Actuals up to 3 years	$1,500.00	$0.00	$1,500.00
Project Grant Accounting - Budgets up to 3 years	$1,500.00	$0.00	$1,500.00
Project Grant Accounting Standard	$2,000.00	$0.00	$2,000.00
Purchasing - Purchase Orders - Standard Open PO's only	$2,700.00	$0.00	$2,700.00
	TOTAL:		$26,700.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUI hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public i who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your projec depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whe of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content M applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyle Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Muni addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an addit of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2 ACA 1095C.

Comments

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or serv
right to adjust prices accordingly.

Tyler Content Manager SE includes up to 150GB of storage. Should additional storage be needed it may be purchased as needed at an annual f

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client a
PDF files, such as the Brother QL-700.

The Munis SaaS fees are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-nego
resulting changes in the pricing categories.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printin

Accounting/GL includes Accounts Payable and Budgeting.



Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced quarterly in advance, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *Project Planning Services*: Project planning services are invoiced upon delivery of the implementation planning document.

   2.2 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.3 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.4 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.5 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.6 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed

to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

2.8 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at

the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be

reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error

Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.
We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
DocOrigin End User License Agreement

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DocOrigin

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A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

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7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability**. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment**. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue**. This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]

tyler technologies

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Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

March 27, 2018

Roberta M. Allen, CPA
Plumas County
520 Main Street, Room 205
Quincy, CA 95971

Dear Roberta,

Enclosed please find one (1) fully executed original of the Agreement between Tyler Technologies, Inc. and Plumas County. Thank you for selecting Tyler Technologies, Inc. to meet your software needs. Please do not hesitate to contact me at 1-800-772-2260, extension 4641, if you have any questions.

Sincerely,

Jisel E. Lopez
Corporate Attorney

Enclosure

RECEIVED
MAR 29 2018

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nancy Selvage, Director of Human Resources**
MEETING DATE:	**September 5, 2023**
SUBJECT:	**Adopt RESOLUTION ratifying the Memorandum of Understanding Between the County of Plumas and the Plumas County Confidential Employees Association; (General Fund Impact); discussion and possible action. Roll call vote**

Recommendation:
Adopt Resolution Ratifying the Memorandum of Understandings (MOUs) for the Plumas County Confidential Employees Association for the period of July 1, 2023 through December 31, 2024.

Background and Discussion:
The County negotiation team lead by Jack Hughes and the Confidential Employees Association lead by Kristina Rogers and Joshua Mizrahi, have worked to bring forward this agreement for your approval. As noted above, this agreement is for the time-period of July 1, 2023 through December 31, 2024.

Highlights from the tentative MOU for the Confidential Employees Association includes the following new agreed upon conditions:

WAGE AND RELATED UPDATES:
1)Term (Section 9.04): Eighteen months (July 1, 2023 to December 31, 2024).

2)Wage (Section 2.01): Increase base wages for all represented classifications in the Confidential Unit as follows:

> Wages for all represented classifications shall be increased during the term of this Agreement as follows:
>
> > 6.0% increase retroactive to the first day of the pay period that includes July 1st, 2023 following the adoption of this Agreement by the Board of Supervisors.
>
> The County shall pay all members of the bargaining association a one-time, non-recurring, non-pensionable lump sum payment in the amount of one thousand ($1000.00) minus applicable payroll deductions the first full pay period following Board of Supervisors' adoption of this Agreement. These members were employed by the County effective prior to April 10, 2023 and eligible for the ARPA funded payment.

3)Compensatory Time-Off (Section 3.02): Add subsection "g" to require CTO cash-out upon transfer to another County department to prevent other County departments from becoming financially responsible for the value of compensatory time-off owed to personnel leaving those departments. The MOU would be amended as follows:

> "(g) The County will cash-out employee CTO accrual banks upon their

transfer from any County department to any other County department."

4)Grievance Procedure (Article 6): Step three hearing process will be updated to adopt the advisory Administrative Law Judge procedure included in the General Unit MOU, Mid-Management & Supervisors Unit MOU, Public Works Unit MOU, Public Works Mid-Management & Supervisors Unit MOU, Probation Unit MOU and Probation Mid-Management Unit MOU.

5)Per Diem (New MOU Section): The County will make a per diem reimbursement for County business travel which will be adjusted based on current IRS rates. MOU language will be determined by the parties.

6)HEALTH INSURANCE

a)Active Employee Health Plan: Effective December 1, 2022, the County shall contribute 85% of the total combined amount to fund CalPERS employee medical, insurance, dental, vision and life insurance.

County paid health insurance is a benefit exclusively for eligible probationary and permanent employees. The Gold Plan is used for the benchmark for the Affordable Care Act (ACA) low wage earners.

b)Section 4.01(b) – Health Insurance

Upon providing continued proof of other Patient Protection and Affordable Care Act compliant group health insurance by providing a copy of the health insurance card for the alternative coverage, employees choosing to opt out of the County offered health plans shall receive $150.00 per pay period (excluding the 3rd paycheck in one month) for a maximum annual benefit of $3,600.00 per year.

Action:

We are requesting the approval of the Board of Supervisors to ratify the new Confidential Employees Association's Memorandum of Understanding (MOU).

Thank you for your consideration in this matter.

Fiscal Impact:

General Fund Impact

Attachments:

1. RESOLUTION TO RATIFY MOU

RESOLUTION NO. 2023 - _____

RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDINGS BETWEEN THE COUNTY OF PLUMAS AND THE PLUMAS COUNTY CONFIDENTIAL EMPLOYEES ASSOCIATION

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for Plumas County Confidential Employees Association and have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understandings covering wages, hours, terms, and conditions of employment, for the Plumas County Confidential Employees Association. The period covered under this tentative agreement is July 1, 2023 through December 31, 2024.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understandings for the Confidential Employees Association.

NOW THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

1. Board of Supervisors ratifies and accepts the Memorandum of Understandings for the Plumas County Confidential Employees Association as set forth in the copy of the Memorandum of Understandings attached to this Resolution as Exhibit A.

2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of these Memorandum of Understandings and the Board Chair is authorized to execute the Memorandum of Understandings and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5th day of September 2023 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST: _____
Chair, Board of Supervisors

_____
Clerk of the Board

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Nancy Selvage, Director of Human Resources**

MEETING DATE: **September 5, 2023**

SUBJECT: **Adopt RESOLUTION ratifying the Memorandum of Understanding between The County of Plumas and the Probation Association and the Mid-Management Association; (General Fund Impact); discussion and possible action. Roll call vote**

Recommendation:

Approve resolution to ratify the Memorandum of Understanding (MOU) for the Probation Association and the Mid-Management Probation Association for the period of July 1, 2023 through December 31, 2024.

Background and Discussion:

The County negotiation team has met in good faith with the bargaining team of the Probation Association and the Mid-Management Association to reach a tentative agreement.

Highlights from the tentative MOU for the Probation Association and the Mid-Management Association includes the following new agreed upon conditions:

1) Term (Section 9.04): Eighteen months (July 1, 2023 to December 31, 2024).
2) Wage (Section 2.01): Increase base wages for all represented classifications in the Probation Unit as follows:
6.0% effective the pay period including July 1, 2023 plus a $1,000.00 per employee cash bonus to be paid the first full pay period following Board adoption of the successor MOU. These members were employed by the County effective prior to April 10, 2023 and eligible for the ARPA funded payment.
The County's wage proposal is based on a ten-year historical trend showing County revenue growing an average of approximately 3.0% per year. The MOUs would read as follows:
3) Compensatory Time-Off (Section 3.02): Amend subsection "f" to require CTO cash-out upon transfer to another County department to prevent other County departments from becoming financially responsible for the value of compensatory time-off owed to former Probation Department personnel. The MOUs would be amended as follows:
"(f) The County will cash-out employee CTO accrual banks upon their transfer from the Probation Department to any other County department.
4) Active Employee Health
The December 1, 2022 side letter to the current MOU providing that the County will pay 85% of the PERS Gold health insurance benchmark will be incorporated into the successor MOU. MOU language changes are detailed in the side letter.
5) Per Diem (New MOU Section): The County will make a per diem reimbursement for County business travel which will be adjusted based on current IRS rates. MOU language will be determined by the parties.

Action:

We are requesting the approval of the Board of Supervisors to ratify the new Probation and Probation Mid-Management Association's Memorandum of Understanding (MOU).

Fiscal Impact:

General Fund Impact

Attachments:

1. RESOLUTION TO RATIFY MOU Probation Unit 2023

RESOLUTION NO. 2023- _____

RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDINGS BETWEEN THE COUNTY OF PLUMAS AND THE PROBATION ASSOICATION AND THE MID-MANAGEMENT PROBATION ASSOCIATION

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for Probation Association and the Mid-Management Probation Association and have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understandings covering wages, hours and other terms and conditions of employment, for the Probation Association employees. The period covered under this tentative agreement is July 1, 2023 through December 31, 2024.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understandings for the Probation Association and the Mid-Management Probation Association.

NOW THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

1. Board of Supervisors ratifies and accepts the Memorandum of Understandings for the Probation Association and Mid-Management Probation Association as set forth in the copy of the Memorandum of Understandings attached to this Resolution as Exhibit A and Exhibit B.

2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of these Memorandum of Understandings and the Board Chair is authorized to execute the Memorandum of Understandings and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5th day of September 2023, by the following vote:

AYES:
NOES:
ABSENT:

ATTEST: _____
Chair, Board of Supervisors

_____
Clerk of the Board

PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **September 5, 2023**

SUBJECT: **Approve and authorize Plumas County Information Technology to pay Faronics a non-contract invoice in the amount of $2,457.00; (General Fund Impact) as approved in the FY23/24 budget; discussion and possible action.**

Recommendation:
Approve and authorize Plumas County Information Technology to pay Faronics a non-contract invoice in the amount of $2,457.00; (No General Fund Impact); discussion and possible action.

Background and Discussion:
Faronics is the parent company of Deep Freeze, the software used at the Libraries to clear the public computer hard drives each night so that public information is not saved on the computers. This new software will allow I.T. to manage the software virtually saving travel time.

Action:

Approve the agenda item.

Fiscal Impact:

General Fund Impact - This was budgeted in the FY23-24 I.T. budget.

Attachments:
1. Deep Freeze Quote

Company:	**5506 Sunol Blvd.** **Suite 202** **Pleasanton, CA 94566** **United States**	Created: Expiration: Quote #:	**25-Aug-2023** **24-Sep-2023** **00234896**

Prepared By: Email: Phone: FAX:	**Rahim Dhanji** **rdhanji@faronics.com** **(800) 943-6422 x4077** **(800)943-6488**	License To: Email:	**Greg Ellingson** **GregEllingson@countyofplumas.com**
Bill To:	**Plumas County - Information Technology** **520 Main St** **Rm 211** **United States** **Quincy,, CA, 95971** **United States**	Licensee:	**Plumas County - Information Technology** **520 Main St** **Rm 211** **United States** **Quincy,, CA, 95971** **United States**
Confirm To:			

End-User Pricing for **Plumas County - Information Technology**

Part #	Product	QTY	Price	Extended Price
CBU0.NA1LA.SL1.G01.SN	Deep Freeze Cloud Ultimate - 1 Year Subscription	30	$81.90	$2457.00

Total:	**$2,457.00**

Applicable taxes depending on your geographical location may be added to your order.
Promotional pricing applies to the new License being purchased, or the first term of a new Subscription.
Information on our Maintenance Package can be found here www.faronics.com/maintenance
Visit our Professional Services page for more information: https://www.faronics.com/ProServices
All software will be provided via electronic delivery.