



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
MAY 14, 2024 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

D. US FOREST SERVICE

Report and update.

E. 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. TIME CERTAIN: 11:00 A.M. Presentation from Feather River Tourism Association (FRTA) on its Annual Report.

FRTA respectfully requests the Board approve staff time to update the 2021 Agreement for Services between the County and the Feather River Tourism Association, and FRTA respectfully requests the Board approve staff time to update the 2018 Voluntary Collection Agreement for Transient Occupancy Tax with the AirBnB to include payment of FRTA 2% assessment along with the transient occupancy tax; discussion and possible action.

B. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign two agreements between Plumas County Public Health Agency and Great Northern Services to provide services for the Ryan White Part B and Part C Programs; effective April 1, 2024; not to exceed Part B \$61,119.00 and Part C \$27,750.00; (No General Fund Impact) (Ryan White Part B & Part C); approved as to form by County Counsel.

C. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Current Electric and Alarm to replace the fire alarm system at the Quincy Library; work to be completed by June 30, 2024; not to exceed \$40,110.00; this project is funded through Capital Improvements as approved in FY23/24 budget 2012054/540110; approved as to form by County Counsel.

D. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and SmithWaters Group for patients' rights advocacy services for Plumas County; effective May 1, 2024; not to exceed \$50,000.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sutter Yuba Behavioral Health for inpatient psychiatric services; effective March 1, 2024; not to exceed \$49,999.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

E. AGRICULTURE WEIGHTS & MEASURES

- 1) Approve and authorize transfer of Fixed Asset - 2006 Chevrolet Colorado Vin 1GCDT196568259583 from Plumas County Agriculture/Weights & Measures' 20425 to Plumas County Fair Grounds 20190; effective 05/14/24.

F. SHERIFF'S OFFICE

- 1) Approve and authorize Sheriff's Office to recruit and fill 1 funded, vacant Animal Shelter Attendant Extra Help position; (General Fund Impact) as approved in (FY23/24) budget.

G. PUBLIC WORKS/ROAD

- 1) Approve and authorize Chair to sign Professional Services Agreement for "On-call Environmental Services for Transportation Improvement Projects" between Plumas County Public Works and Stantec Consulting Services, Inc.; No General Fund Impact; approved as to form by County Counsel.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

- 1) Authorize a request to the Plumas County Flood Control and Water Conservation District to borrow funds in an amount not to exceed thirty-five thousand dollars (\$35,000), (BCSA fund 0208/261000/580000) for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; No General Fund Impact; discussion and possible action.

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. CONVENE AS PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT

- 1) Adopt **RESOLUTION** for Transfer of Water Treatment Plant; No General Fund Impact; approved as to form by County Counsel. **Roll call vote.**
- 2) Approve a Loan from the Plumas Flood Control and Water Conservation District to Beckwourth CSA in an amount not to exceed thirty-five thousand dollars (\$35,000); (0208/261000/521900) to be repaid with interest at the Plumas County pooled funds rate immediately after reimbursement from Water Boards is received; No General Fund Impact.
- 3) Appoint Rob Thorman, Acting Director Public Works to the Upper Feather River Regional Water Management Group for Plumas Flood Control as recommended; discussion and possible action; **Roll call vote**

E. ADJOURN AS PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. FARM ADVISOR/COOPERATIVE EXTENSION - David Lile

- 1) Receive an Annual Report

B. SHERIFF'S OFFICE - Todd Johns

- 1) **TIME CERTAIN - 11:00 A.M. PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481; approved as to form by County Counsel. **Roll call vote**
- 2) Adopt **RESOLUTION** authorizing Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 3) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Custom Truck Accessories for modification to a Jeep for search and rescue operations; effective April 16, 2024; not to exceed \$26,000; (No General Fund Impact) using Title III funding; approved as to form by County Counsel; discussion and possible action

C. LIBRARY - Dora Mitchell

- 1) Approve closure of Quincy library from May 15th- June 2nd, 2024, for installation of new carpeting; (No General Fund Impact) no funds required. **Roll call vote.**

D. SOLID WASTE - Rob Thorman

- 1) Approve and authorize Chair to sign a Settlement Agreement and Release between Plumas County and USA Waste of California, Inc. dba Feather River Disposal, for waiver of underpayment/overpayment of fees that occurred between April 2017 and December 2023; effective May 14, 2024; (General Fund Impact) this is a non-budgeted item; approved as to form by County Counsel; **Four/Fifths Roll Call Vote**

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. County Administrative Officer's Report
- B. Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off-Highway Vehicle Trails work on various trails in Plumas National Forest; effective January 1, 2024; not to exceed \$257,087.00; no General Fund Impact; grant funded; approved as to form by County Counsel; discussion and possible action.
- C. Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Administrative Office and Municipal Resources Group (MRG) extending the contract to June 30, 2025.; (No General Fund Impact) approved as to form by County Counsel.
- D. Approve and authorize supplemental budget transfer(s) of \$277,787.00 from (General Fund #0001) to (20052/521900 Professional Services) to cover the over-budget costs for payment of OpenGov invoice #13249; this contract is for 3 years; approved by Auditor/Controller. **Four/Fifths roll call vote**

6. BOARD OF SUPERVISORS

A. CORRESPONDENCE

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

C. THIS MEETING IS DEDICATED IN MEMORY OF DONALD CLARK.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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
- B. Public Employee Wage Negotiation - Instruction and direction to bargaining representative on employee salaries, discussion of funds and funding priorities.
- C. Conference with Legal Counsel: Claim against the County filed by Joyce Bullivant, received April 30, 2024
- D. Conference with Legal Counsel: Claim against the County filed by Merle Rusky, received on May 7, 2024.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourned meeting to Tuesday, May 21, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: May 14, 2024
SUBJECT: **TIME CERTAIN: 11:00 A.M.** Presentation from Feather River Tourism Association (FRTA) on its Annual Report.

FRTA respectfully requests the Board approve staff time to update the 2021 Agreement for Services between the County and the Feather River Tourism Association, and FRTA respectfully requests the Board approve staff time to update the 2018 Voluntary Collection Agreement for Transient Occupancy Tax with the AirBnB to include payment of FRTA 2% assessment along with the transient occupancy tax; discussion and possible action.

Recommendation:

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Background and Discussion:

TIME CERTAIN: 11:00 A.M. Presentation from Feather River Tourism Association (FRTA) on its Annual Report.

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Action:

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Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:

1. Final 2023 Annual Report 4.30.24

Destination Plumas County

basecamp for fun, adventure
and relaxation



**PLUMAS
COUNTY**

plumascounty.org

Feather River Tourism Association & Marketing District Annual Report 2023

Executive Summary

Vision & Mission: The Feather River Tourism Association (FRTA) aims to enhance the quality of life in western Plumas County by boosting the economy through sustainable tourism while preserving natural resources. The mission focuses on increasing visitation to local lodging businesses via effective marketing and advertising strategies.

History: After the 2012 cessation of county-wide tourism funding, community members sought sustainable solutions, leading to the formation of the Feather River Tourism Marketing District in 2020, with operations starting in 2021.

2023 Marketing Accomplishments:

FRTA's strategic efforts in 2023 have led to substantial growth in digital engagement and public relations, laying a foundation for continued development in the region's tourism sector.

- **Public Relations and Marketing:** A total of \$122,217 was spent on initiatives, including Search Engine Optimization (SEO) improvements.
- **Website Performance:** A significant increase in website traffic was noted, with a 92% rise in users from July to December 2023 compared to the same period in 2022.
- **Lodging Page Engagement:** Enhanced engagement was observed with increases in 'Book Now' events and lodging page conversions.
- **SEO and Traffic:** Growth in keywords, monthly traffic, and backlinks was achieved, improving the website's authority score to 45.
- **Public Relations and Advertising:** FRTA/County partnership with Shasta Cascade Wonderland Association (Upstate California, Visit California) has expanded regional promotion and has allowed FRTA to leverage regional marketing opportunities and gain insights from requests for information on Plumas County.
- **Advertising Digital and Print:** FRTA invested in the Visit California Annual Visitor Guide, Barn Quilt Road Trip, Event Posts, Weekend Sherpa, Sierra Rec, Mountain Valley Living, the California Fall Color Blog, and Scenic By-Way App.
- **Publicity:** FRTA's PR activities yielded promotions for Plumas County. Plumas County was promoted by Channel 10, Bartell's Backroads, Dog Trekker, the San Francisco Chronicle, and Edible Reno.

Revenues and Funding Challenges:

The district received \$206,344 in Assessment Revenues in 2023. FRTA's \$30,000 private operating loan was paid off. Revenue losses continue with vacation rentals not paying assessments. Yearly comparisons of revenues are not possible due to current reporting procedures within the Tax Collector's Office.

Key Takeaways:

- Amid the disruptions of COVID and the Dixie Fire, FRTA has successfully navigated the challenges of establishing a new tourism marketing district, demonstrating resilience and adaptability.
- Marketing efforts have yielded impressive results, with significant increases in website traffic, user engagement, and SEO performance.
- Strategic partnerships and public relations initiatives have broadened the reach and impact of FRTA's marketing campaigns.
- An increase in assessments, resolution of compliance with TOT Ordinances, and the addition of revenues from AirBnB will yield further marketing efforts and results.

FRTA's proactive approach and targeted marketing strategies in 2023 have significantly enhanced the visibility and appeal of central and western Plumas County as a travel destination, promising further growth and prosperity for the community.

Annual Report 2023

VISION

FRTA's vision is to realize our area's full potential as a travel destination, FRTA will focus on improving the quality of life for the people of our communities through an improved economy while preserving our natural resources. This effort will steer a new era of development, growth, and opportunity for our residents and business community.

MISSION

FRTA's mission is to increase visitation to lodging businesses in western Plumas County by providing results-oriented marketing, advertising, and tourism resources.

HISTORY OF FRTA

Funding for county-wide tourism promotion was eliminated in 2012 by the Plumas County Board of Supervisors. A small group of county-wide community members began searching for tourism funding options that would be sustainable and effective. The best option was a Tourism Investment District (TID) whereby assessments provided by lodging providers creates a stable source of funding for marketing.

In 2015, FRTA hired an agency, Civitas, to provide the expertise to create a Plumas County TID at a cost of \$40,000, which was raised through individual loans. For three years, utilizing countless hours of volunteer time, efforts were made to get at least 51% of county-wide lodging providers in favor of forming a TID. Unfortunately, a significant number of eastern Plumas lodging providers were opposed.

In 2018, it was finally decided to form a district with Quincy, Bucks Lake, Feather River Canyon, Indian Valley, and Chester/Lake Almanor—leaving out eastern Plumas County. By 2020, 66% of the total assessed lodging providers were in favor of the TID, with only 51% required to form the district.

In the Fall of 2020, the County Board of Supervisors passed a resolution to form the Feather River Tourism Marketing District with FRTA as the owner association. Operations began on January 1, 2021.

2023 MARKETING ACCOMPLISHMENTS

- Public Relations and Marketing - Total Expended \$122,217
- From July 2022 through April 2023, FRTA continued to add additional content to PlumasCounty.org. In June of 2023, Bliss Branding was contracted for Search Engine Optimization (SEO) work on the website.
- Marketing's major focus was increasing website traffic and driving visitors to the lodging pages. Significant gains were made in website traffic during 2023.

SEO Improvements

Website Users

Gains of over 92% increase in users between 2022 and 2023 from July-December.

Dates	Users	Sessions	Pageviews
7/1/22-12/31/22	29,392	36,311	62,801
7/1/23 - 12/31/23	56,592	70,484	114,415

Lodging Pages 2023

Event	Click Thru	Users	Event/Session
Book Now	11,358	7,483	1.52
Lodging Conversion	9,512	6,571	1.45
Places To Stay	17,651		

Book Now Event: Useful for a larger snapshot of the total number of times visitors are sent to booking pages.

Lodging Page Conversion: Indicates the individual lodging page that is clicked on a Book Now link.

Keywords/Traffic

There has been an overall increase in keywords and monthly traffic, with an additional 37 backlinks created by Bliss Branding. Most of these link directly to lodging provider information on the plumascountry.org website.

Date	Keywords	Monthly Traffic
June 15th, 2023	7,574	7,582
December 15, 2023	9,288	10,490

Keywords Ranking

Top 1-3 positions	111
Top 4-10 positions	256

Top 11- 20 positions	368
Top 21- 50 positions	1,432

Page Ranking

Per Google Search Console, PlumasCounty.org had an estimated 16 pages, ranking #1 at the end of 2023. At the end of March 2024, 18 pages were ranked #1.

Public Relations and Advertising

Board members and FRTA's public relations consultant attended the 2023 Shasta Cascade Summit after which FRTA joined with Plumas County to become a member of the Shasta Cascade Wonderland Association that serves to promote Upstate California (a region of Visit California). This gave FRTA the opportunity to be informed of requests for information on Plumas County, be promoted on the Shasta Cascade Facebook page, receive information from influencers and media who were seeking details about the region, and extend their partnership with Visit California.

Advertising Digital and Print

Visit California Visitor Guide

- In 2023, we began with a quarter-page co-op ad in the 2023 Visitor Guide. In 2024, we are running the ad again, featuring just Plumas County. This magazine is distributed nationally and internationally in both print and digital formats, aiming to reach potential visitors in the dreaming and planning stages of selecting a vacation destination. We receive weekly email and postal contacts for follow-up, providing us with leads regularly.
 - 500,000 copies printed, of which 250,000 copies were sent directly to highly qualified subscribers.
 - Distributed to in-state sales missions, consumer and travel trade shows, California Welcome Centers, and DMOs.
 - Promoted actively throughout the year on [VisitCalifornia.com](https://www.visitcalifornia.com). The digital version averages 500,000 views each year.
 - See appendix for ads.

Weekend Sherpa

Three Sponsored Stories and One Editorial Take Over in Weekend Sherpa. Email and Website coverage.

- Best in Snow – 1/18/2023
 - <https://www.weekendsherpa.com/stories/winter-getaway-to-plumas-county>
 - Results:
 - SF Email and news sent: 81,650
 - SF Email Open: 48%
 - SF Email clicks for Plumas County: 221
 - LA Email and news sent: 48,794
 - LA Email Open: 41%
 - LA Email clicks for Plumas County: 52
 - Total Sponsored Story Impressions: 334,006

- Waterfalls, Wildflowers & Wildlife – 4/19/2023

<https://www.weekendsherpa.com/stories/the-great-outdoors-of-plumas-county/>

- Results:
 - SF Email and news sent: 81,885
 - SF Email Open: 46%
 - SF Email clicks for Plumas County: 409
 - LA Email and news sent: 48,013
 - LA Email Open: 41%
 - LA Email clicks for Plumas County: 87
 - Total Sponsored Story Impressions: 318,551

- Water You Doing this Summer? – 6/28/2023

<https://www.weekendsherpa.com/stories/enjoy-the-lakes-and-rivers-in-plumas-county-this-summer/>

- Results:
 - SF Email and news sent: 81,992
 - SF Email Open: 46%
 - SF Email clicks for Plumas County: 367
 - LA Email and news sent: 48,077
 - LA Email Open: 41%
 - LA Email clicks for Plumas County: 52
 - Total Sponsored Story Impressions: 315,608

- Weekend Sherpa Editorial Website Takeover – 8/30/23

<https://www.weekendsherpa.com/issues/discover-the-lakes-small-towns-and-national-park-of-plumas-county/>

Issue page: [Find Yourself in the Lost Sierra](#)

- Story pages:
 - [Mill About Lakeside](#) (hiking Mill Creek Trail at Bucks Lake, visiting Bucks Lakeshore Resort)
 - [Bucks Up!](#) (Kayaking and picnicking at Indian Rock, where to eat, drink, stay in Quincy)
 - [Hot As \(Bumpass\) Hell](#) (hiking Bumpass Hell in Lassen, where to eat, drink stay in Chester)
 - [Lunch at the Lakes](#) (hiking to a trio of lakes in Lassen)
 - [The Secret Big Blue](#) (biking Lake Almanor Rec Trail, eat and drink at Plumas Pines Resort)

- Results:
 - SF & LA Email and news sent: 89,184
 - SF & LA Email Open: 46%
 - SF& LA Email clicks for Plumas County: 2,741
 - Total Editorial Impressions: 428,703 Overall
 - Total Podcast Episode Downloads: 575
 - Total Campaign Impressions: 1,396,868

- Overall Report from Weekend Sherpa:
 - The Secluded Sierra Podcast was the most downloaded episode on Weekend Sherpa. As of March 2024, it had 769 downloads.
 - Total campaign impressions increased to 1,408,411 impressions as of March 2024.
 - The Secluded Sierra was the second most popular issue of Weekend Sherpa in 2023. This really speaks to the fact that Weekend Sherpa had the audience interested in what Plumas County had to offer.
 - The editorial takeover included two staff persons from Weekend Sherpa spending three days in Plumas County. Production of 5 stories, 6 videos, dozens of photos, and the podcast about their visit to Plumas County.

Other Advertising Outlets

- Ran ads in Sierra Rec and Mountain Valley Living during 2023.
- [Fall Color Blog](#) twice weekly posts on plumascounty.org website
- [California Fall Color Blog](#) sponsored banner
- Scenic Byway App with Visit Siskiyou County
- Facebook Weekend Get-A-Way contest to build our email list

Publicity

- Channel 10: Featured on Bartells Backroads for Christmas Tree Cutting
<https://www.abc10.com/article/entertainment/television/programs/backroads/where-to-cut-your-own-christmas-tree-and-save/103-d4fb62ac-8c9d-4d6e-b23c-03a7c10ffce1>
- Dog Trekker <https://dogtrekker.com/plan-a-spring-reset-in-the-shasta-cascade-region>
- San Francisco Chronicle
- Edible Reno – several articles throughout the year on lodging and restaurants
- Visit California Quilt Barn Road Trip
- Visit California – event posts

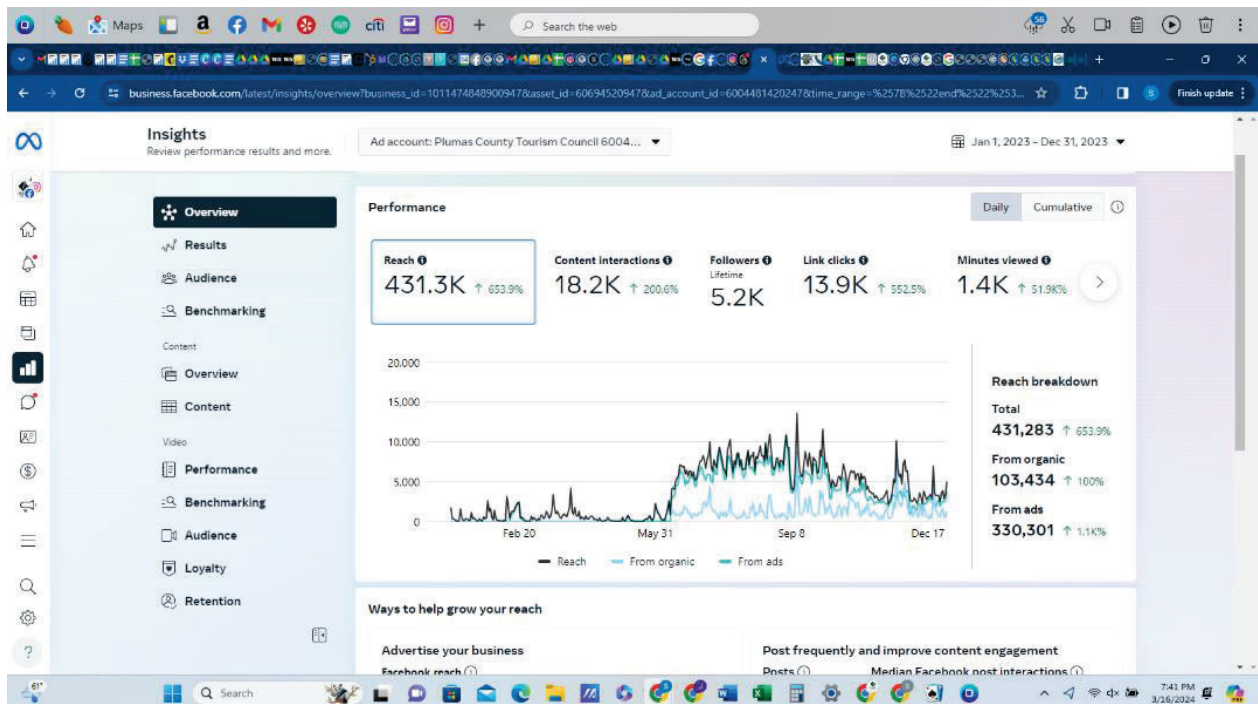
Social Media

FRTA has [Facebook](#), [Instagram](#), [YouTube](#), and [Pinterest](#) accounts, which are handled in-house or with local contractors. Bliss Branding was hired in June of 2023 for Facebook and Instagram. Both platforms have seen significant growth from June 2023.

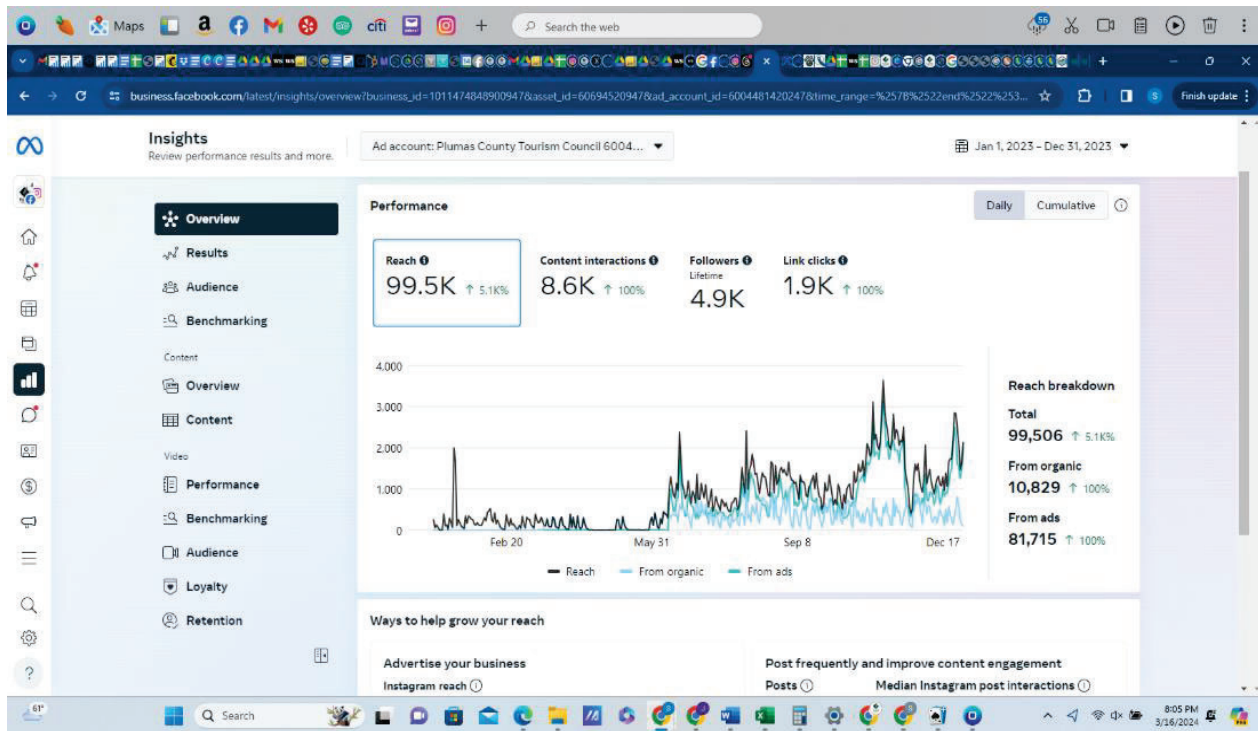
Facebook

Reach	431.3 K	+653.9%
Content Interaction	18.2 K	+200.6%
Total Followers	5.2 K	
Link Clicks	13.9 K	+552.5%
Net Additional Followers	954	+140.9%
New Followers	983	+129.1%
Unfollows	29	
Page Likes	4,426	
Media Post Interaction	28	
Organic Reach	103,434	+100%
Ad Reach	330,301	+1.1K %

Jan 1 - Dec 31, 2023, vs. Jan 1- Dec. 2022



Instagram



Jan 1 - Dec 31, 2023, vs. Jan 1- Dec. 2022

Reach	99.5K	+5.1k%
Content interactions	8.6K	+100%
Followers	4.9K	
Link Clicks	1.9K	+100%
New Follows	1,626	
Unfollows	160	
Median Post Interaction	74	
Organic Reach	10,829	+100%
Ad Reach	81,715	+100

YouTube

PlumasCounty.org has a [YouTube Channel](#). It has not been promoted but is used to store videos produced after the Dixie Fire, videos by Weekend Sherpa, and in-house videos promoting fall colors. As the budget permits, YouTube will be an additional platform to utilize.

MARKETING PLANS FOR 2024

Continue the current momentum:

- [¼ page ad in Visit California Visitor Guide 2024](#)
- Sierra Rec (digital marketing) [Winter Guide](#) & [Spring Guide](#)
- Mountain Valley Living (print & digital)
- Monthly News Releases to regional publications, Shasta Cascade, and Visit California
- Facebook and Instagram Posts
- Facebook and Instagram Ads
- Website SEO
- Awesome Autumn Promotions
- [California Fall Color Blog](#)
- Developed Visual Assets

Additions for 2024:

- Visit Nor Cal, 2 print editions
- California Road Trips ¼ page ad
- Co-op Newsletter with Shasta Cascade

MICROZONE PROGRAM

Event grants target the creation and/or promotion of events with emphasis on “off-season” events and the promotion of each area as a desirable place for overnight visits. Given the effects of the Dixie Fire on Indian Valley, the Lake Almanor Basin Microzone agreed to fund Indian Valley event grants.

- Lake Almanor Basin/Indian Valley Grants totaling \$23,000
 - Chilly Chili Cook-Off
 - Maidu Consortium’s Logging Jamboree
 - Big Band Boogie
 - Plumas Audubon’s Grebe Festival
 - Winterfest/Ice Skating Rink
 - New Year’s Eve Fireworks
 - Plumas Arts Wine in the Woods (jointly funded with Quincy/Bucks Lake)
- Quincy/Bucks Lake/Feather River Canyon Grants totaling \$8,300
 - Lost Sierra Plein Air Art Festival
 - Quincy Sparkle
 - FreQuincy Concert Series
 - Groundhog Fever Fest
 - Plumas Arts Wine in the Woods (jointly funded with Lake Almanor)

FINANCIAL SUMMARY

Revenues

- \$206,344 in Assessment Revenues were received for the 4th Q 2022 and 1st, 2nd, and 3rd Q 2023.
- \$1,666 in Contract Assessments were received from one contracted lodging provider.
- No conclusions can be drawn from the roughly \$31,841 difference in revenues between 2022 and 2023 due to unknowns in reporting procedures in the Tax Collector's Office.

Debt

- Paid off \$30,000 private operating loan received in 2020.

Expenditures Per District Allocation

FRTA's Management Plan allows proportional allocation of yearly assessments with carry-over contingencies. All are based on the net assessment except for County fees which are based on gross assessments. Financial data is recorded on a cash basis with revenues from 4th, 1st, 2nd, and 3rd Q utilized during a Jan–Dec budget year. See Appendix C for details.

2023 Funding Challenges

- FRTA requested but has yet to receive a list of lodging providers within FRTA who are not paying the 2% assessment.
- FRTA has requested that all lodging providers within the County, including vacation rentals, be required to have TOT certificates, as required by the Plumas County TOT ordinance, in order that assessments are both accountable and equitable. FRTA has met with the CAO on this issue and is awaiting further action.
- Plumas County has contracted with AirBnB to collect TOT but still needs to revise the contract to include the FRTA assessment. FRTA has requested this revision for three years. This has represented a significant loss of revenue across the past 3 years, and again has created an uneven playing field for lodging providers who are collecting and paying the assessment each year.
- FRTA has been working with Plumas National Forest to begin collecting assessments in 2024 from campground concessionaires.

MOVING FORWARD IN 2024 AND BEYOND

Assessment

- There are no proposed changes to the district assessment. It will remain at 2% of the revenue from lodging stays 30 days or less throughout the 2024 year.

The District

- FRTA district boundaries remain the same for 2024. Included are the Lake Almanor Basin, Quincy, Bucks Lake, Feather River Canyon, and Indian Valley.
- Lodging providers outside of FRTA boundaries can take part in District marketing and activities by entering into voluntary agreements with the district.
- FRTA has been approved for five years, from January 1, 2021, through December 31, 2025, but can be extended by the approval of 51% of lodging providers after the five-year period.
- FRTA is in discussion with leaders in Eastern Plumas regarding their possible inclusion in the 2026 renewal of the district.

This report is respectfully submitted by the Board of Directors of the Feather River Tourism Association:

Susan Bryner, Chair – Coldwell Banker Property Management, Lake Almanor

Lee Anne Schramel, Vice Chair – Retired, Plumas National Forest, Indian Valley

Sharon Roberts, Treasurer – St. Bernard Lodge, Lake Almanor

Karen Kleven, Secretary – at Large, Quincy

Janice Haman – Gold Pan Lodge, Quincy

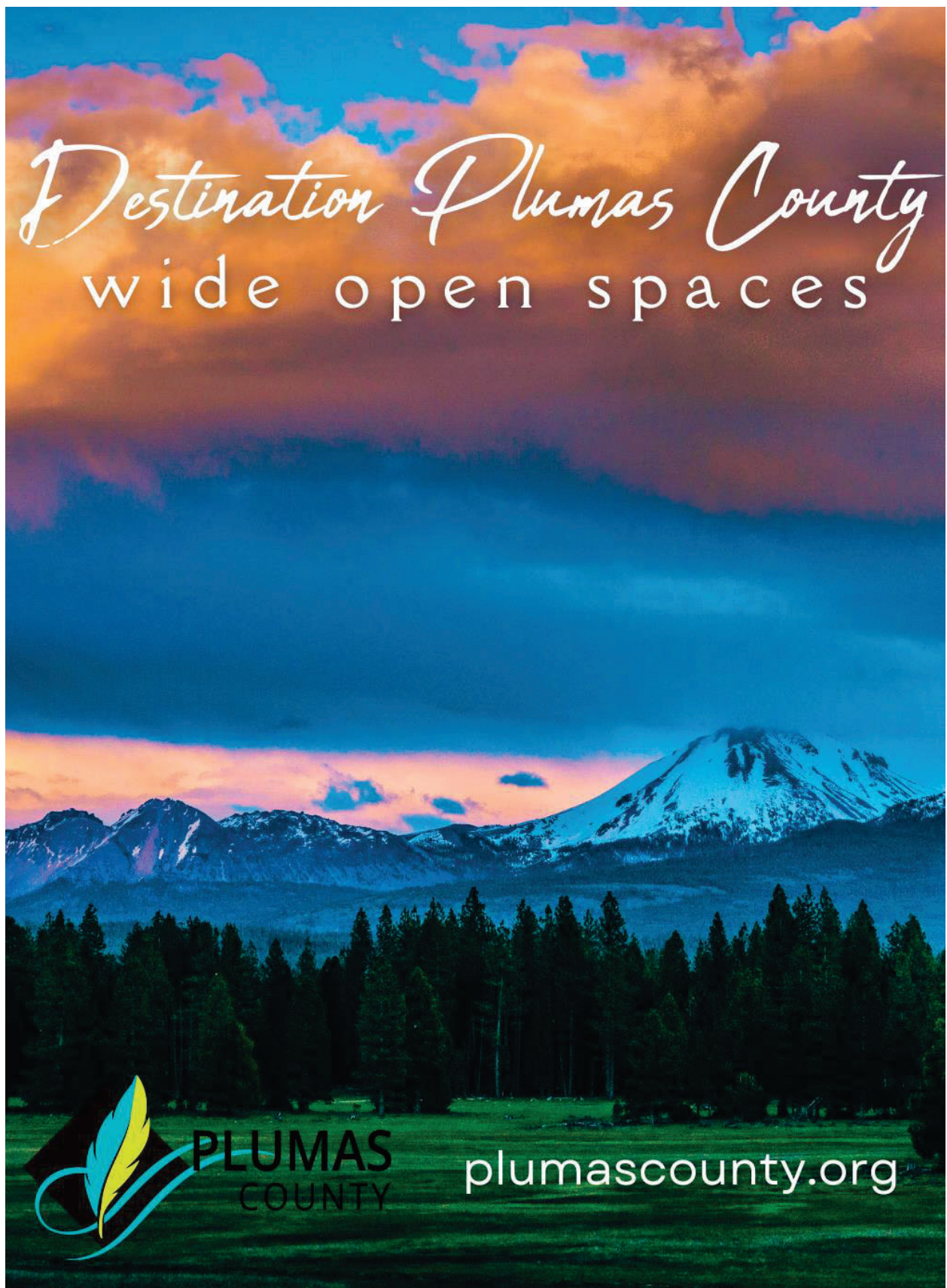
Ricardo Jacobus – Quincy Courtyard Suites, Quincy

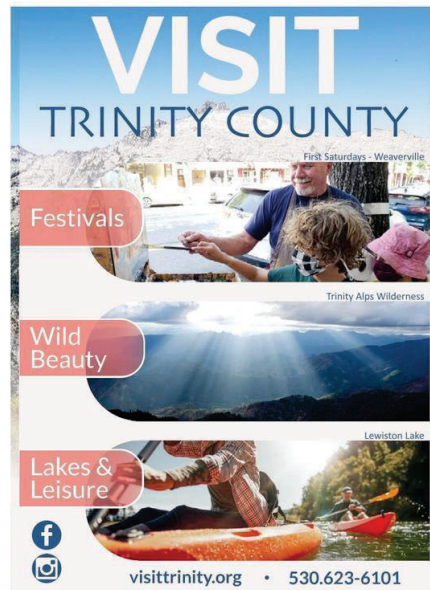
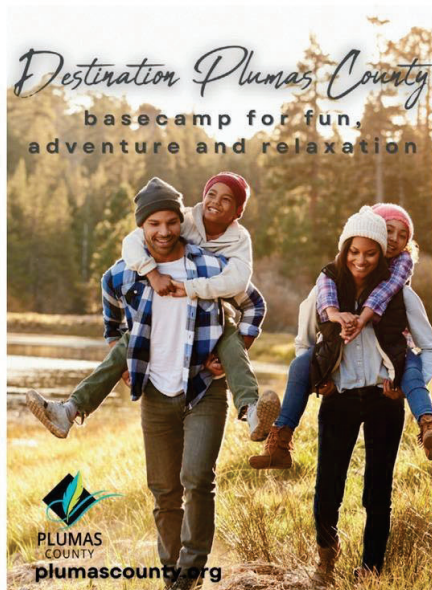
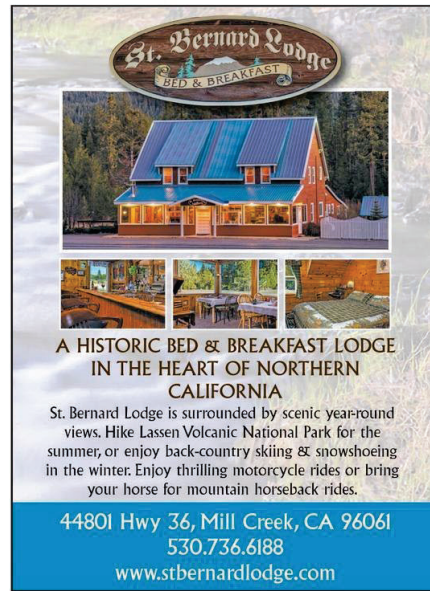
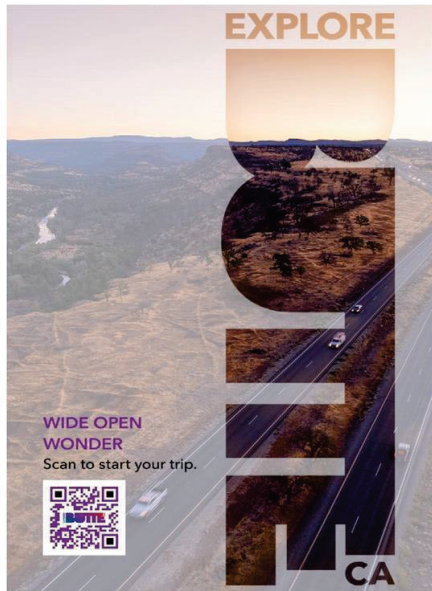
Lynn Wimer – The Elegant Farmer, Wedding Location, Lake Almanor

Appendix A. Print and Digital Promotions











Weekend Sherpa

Wet, Wild, Waterfalls 

To: Brad Day,

Reply-To: Weekend Sherpa

 Inbox...sherpa.com

January 19, 2023 at 7:02 AM

Well the rain dance worked, and then some 

WEEKEND SHERPA

SF/NorCal edition ★
Week of: 1.19.23

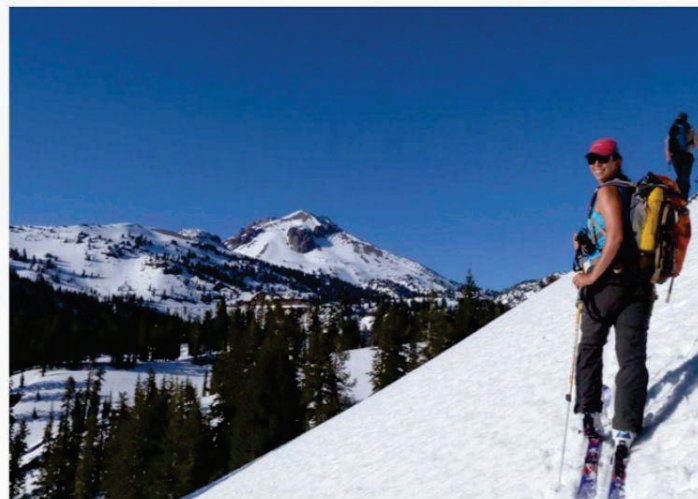


Well, this is a wet and wild start to 2023! Stay safe, and when the storms pass, head out on any of these three hikes where the waterfalls will be raging. Wishing you a waterfall new year!....

NORTH BAY WATERFALL HIKES



Sponsored



Best in Snow

These hikes will put a spring in your step

WEEKEND SHERPA

SF/NorCal edition ★
Week of: 4.20.23



The wildflowers are flowing, the green hills are rolling, and things are looking up! Way up. Head out and up to these three Bay Area peak hikes bringing some spring bling!...

SPRING SUMMIT HIKES



Sponsored



Waterfalls, Wildflowers - Wildlife



What's new for summer? How about the recently re-opened guided canoe and kayak tours at one of the most mysterious lakes on earth? Or a twist on getting first-come, first-served camping at a stunning state park? Or visit and picnic at the new urban oasis with views of the golden state's Golden Gate. Go fourth!...

4TH OF JULY ADVENTURES



Sponsored



Water You Doing This Summer?

Appendix B. 2024 Budget

	2024 Budget	%	2023 Available Carry-Over
Available Cash less Contingency			87,834.00
Program Income			
Gross District Assessments	219,014.04		
Contracted Assessments	1,463.00		
Total Income	220,477.04		87,834.00
General Mkg & Sales Expense			
Exec. Director Wages			31,605.00
Payroll Expenses			4,424.70
Health Benefits			
Mileage			
PR/Marketing	45,750.00		
Digital/Print	20,216.60		2.90
Content/SEO	1,000.00		14,000.00
FB Ads & Management	23,500.00		1,000.00
Social Media FB & IG Posts	16,766.00		
Visual Asset Development	3500.00		4,500.00
Stakeholder Training/Communication	1,000.00		
Website Maintenance	3,250.00		
Total	114,982.60	52.2%	55,532.60
Administration @11%			
Admin Wages	16,840.00		16,000.00
Payroll Expenses	2,357.60		2,240.00
Health Benefits			
Mileage			
Accounting Fees	0.00		7,800.00
Bank Charges			
Insurance - Liability, D and O, WC	2,151.00		
Legal Fees			
Dues & Subscriptions	0.00		3,230.48
Phone	1,152.00		

Office Expense	0.00		900.00
Rent	3,000.00		
Travel/Entertainment			
Total Admin	25,500.60	11.6%	30,170.48
Carry-Over used for Sales & Admin			85,703.08
Microzone Carry-Over Available			2,130.92
Microzone Allocations @ 31%			
Quincy/Bucks Lake/Feather River			
Available Funds @ 32%	21,871.32	10%	
Lake Almanor			
Available Funds @67%	45,793.08	21%	
Indian Valley			
Available Funds@1%	683.48	0.31%	
Total Microzone Allocations	68,347.88	31.0%	0.00
Unused Microzone Carry-over			
Other			
County Collection Fee @2%	4,409.54	2%	
Restricted Contingency Fund @ 3%	6,614.31	3%	16,670.88
Total Other	11,023.85	0.05	\$16,670.88
Net Gain/Loss	622.11	0%	2,130.92

**Feather River Tourism Association
Compiled Financial Statements
December 31, 2023**

ACCOUNTANTS COMPILATION REPORT

To the Board of Directors
Feather River Tourism Association
Chester, CA 96020

Management is responsible for the accompanying financial statements of Feather River Tourism Association A California Mutual Benefit Corporation, which comprise the Statement of Financial Position as of December 31, 2023 and the related Statement of Activities for the Period From January 1, 2023 to December 31, 2023 in accordance with cash basis accounting. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusion about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

As described in Note 7, we are not independent with respect to Feather River Tourism Association



SingletonAuman PC
February 23, 2024

Susanville:

1740 Main Street, Suite A, Susanville, CA 96130
530.257.1040 Fax: 530.257.8876

sa@sa-cpas.com
www.sa-cpas.com

Chester:

PO Box 795, Chester, CA 96020
530.258.2272 Fax: 530.258.2282

Feather River Tourism Association
Statement of Financial Position
As of December 31, 2023

	Dec 31, 23
ASSETS	
Current Assets	
Checking/Savings	
Plumas Bank 4415	
Operating Fund	32,128.45
Contingency Reserve	16,670.88
Microzone Fund	
Microzone #1 Quincy/Bucks Lake	19,517.89
Microzone #2 Lake Almanor	35,300.11
Microzone #3 Indian Valley	888.05
Total Microzone Fund	55,706.05
Total Plumas Bank 4415	104,505.38
Total Checking/Savings	104,505.38
Total Current Assets	104,505.38
Other Assets	
Organizational/Start-up Expense	30,891.78
Total Other Assets	30,891.78
TOTAL ASSETS	135,397.16
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Clearing	20.00
Payroll Liabilities	583.39
Total Other Current Liabilities	603.39
Total Current Liabilities	603.39
Total Liabilities	603.39
Equity	
Unrestricted Net Assets	176,192.38
Net Income	-41,398.61
Total Equity	134,793.77
TOTAL LIABILITIES & EQUITY	135,397.16

Feather River Tourism Association
Statement of Activities
January through December 2023

	TOTAL
Ordinary Income/Expense	
Income	
Grants	
ARPA	10,000.00
Total Grants	10,000.00
Program Income	
Visit CA Ad Campaign	4,500.00
Contracted Assessment	1,666.14
Gross District Assessments	206,344.01
Total Program Income	212,510.15
Total Income	222,510.15
Expense	
Marketing Expense	
Salaries & Wages	18,709.17
Payroll Taxes	1,858.49
Health Benefits	2,050.00
Work Comp Insurance	434.01
Mileage	644.81
Branding	1,795.00
Content Strategy/Social Media	32,339.50
PR/Marketing Contract	16,900.00
Print/Online Media Advertising	31,720.07
Social Media Advertising	10,500.00
Visual/Asset Development	2,285.48
Web Fees	797.00
Website Maintenance	2,184.25
Total Marketing Expense	122,217.78
Overhead & Administration	
Salaries & Wages	17,201.25
Payroll Taxes	1,358.63
Health Benefits	450.00
Work Comp Insurance	95.27
Mileage	265.92
Accounting Fees	7,400.75
Amortization-Organizational Exp	2,574.32
Bank Charges	25.00
County Assessment Collect Fee	4,126.87
Dues & Subscriptions	3,331.70
Insurance - Liability, D and O	1,981.44
Interest Expense	150.00
Legal Fees	1,300.00
Office Expense & Supplies	1,053.84
Outside Contract Services	10,088.75
Professional Development	982.42
Rent	1,782.00
Telephone & Internet	1,136.73
Total Overhead & Administration	55,304.89
Microzone Allocations	
Specific Area Funding	
Indian Valley #3	532.87
Almanor Area	59,901.63
Quincy Area	25,951.59
Total Specific Area Funding	86,386.09
Total Microzone Allocations	86,386.09
Total Expense	263,908.76
Net Ordinary Income	-41,398.61
Net Income	-41,398.61

Feather River Tourism Association
Notes to Financial Statements
Selected Information - Substantially All Disclosures Required
by Generally Accepted Accounting Principles Are Not Included
December 31, 2023

1. Nature of Operations

The Plumas County Board of Supervisors passed a resolution to form the Feather River Tourism Management District (FRTMD) in 2020. The Feather River Tourism Association (Association) was formed in California as a Nonprofit Mutual Benefit Corporation on January 28, 2019 to accept District Assessments collected by Plumas County from lodging providers to promote the common interests of, and improve business conditions for Plumas County lodging providers through the operation of a tourism marketing district and other programs and initiatives.

2. Summary of Significant Accounting Policies

A summary of Feather River Tourism Association Accounting Policies are as follows:

The accounting year for the company begins January 1st and ends December 31st.

The Association prepares its financial statements on the cash basis. Revenue is recorded when received and expenses when disbursed.

As specified in the Feather River Tourism Management District 37% of assessment revenues collected shall be committed to Microzone funding.

As specified in the Feather River Tourism Management District 3% of collected assessments shall be designated for contingency expenses.

3. Organization Expense

The Association incurred organizational expenses of \$43,750.27 prior to the commencement of actual operations on January 1, 2021 including payments to Civitas to provide the expertise to create the required Plumas County Tourism Marketing District. The Association has elected to expense \$5,000 in 2021 and amortize the balance over 15 years at the rate of \$2,583.35 per year.

	2023	2022
Amortization expense for the periods ended December 31, 2023 and December 31, 2022 consist of (respectively):	<u>\$ 2,574</u>	<u>\$ 2,574</u>

4. Income Taxes

The Association received tax-exempt status under Internal Revenue Code Section 501(c)(6) on July 7, 2021 and status as a tax-exempt corporation under California Tax Law. It should only incur a tax liability if it receives income unrelated to its core nonprofit activities.

Feather River Tourism Association
Notes to Financial Statements
Selected Information - Substantially All Disclosures Required
by Generally Accepted Accounting Principles Are Not Included
December 31, 2023

5. Microzone Funding

The Association allocates 37% of its budget to Micro-Zone Marketing to focus on local tourism promotions for each of the three micro-zones. These funds are then allocated to the microzones based on their respective contributions of assessments collected and remitted by the Plumas County Tax Collector. Estimated fund balance for each zone as of December 31, 2023 are reflected on the Statement of Financial Position.

6. Notes and Contracts Payable

Due in One Year Due After One Year Total Due

N/P TOB Adventures Inc. (working capital) in amount of \$30,000 with interest at the rate of 2% per annum and interest only monthly payments of \$50 commencing July 10, 2021 was paid off in full in as of April 12, 2023

7. Independence

As a function of our monthly accounting service, SingletonAuman PC makes routine adjusting entries to the books of Feather River Tourism Association without Feather River Tourism Association management's approval. It has been deteremined that this a management function and thus impairs our independence.



PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: May 14, 2024

SUBJECT: Approve and authorize Chair to ratify and sign two agreements between Plumas County Public Health Agency and Great Northern Services to provide services for the Ryan White Part B and Part C Programs; effective April 1, 2024; not to exceed Part B \$61,119.00 and Part C \$27,750.00; (No General Fund Impact) (Ryan White Part B & Part C); approved as to form by County Counsel.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to ratify and sign contracts with Great Northern Services for both Ryan White Part B and Part C.

Background and Discussion:

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

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

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

Action:

Approve and authorize Chair to ratify and sign two agreements between Plumas County Public Health Agency and Great Northern Services to provide services for the Ryan White Part B and Part C Programs; effective April 1, 2024; not to exceed PartB \$61,119.00 and PartC \$27,750.00; (No General Fund Impact) (Ryan White Part B & Part C); approved as to form by County Counsel.

Fiscal Impact:

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

Attachments:

1. PARTB2425GNS
2. PARTC2425GNS

Award Information

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

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

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 Great Northern Services, a California Nonprofit Corporation, (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the awards expectations.
 - a. Participation is required for annual monitoring visit to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice and be provided with the monitoring tool.
 1. In the event of a finding during the monitoring visit, the subcontractor will need to provide a written plan of action within one month and will be given 3 months to correct the noncompliance issue. During this correction period, there will be an initial meeting to discuss and finalize a plan of action. This is followed by monthly meetings until the 3-month deadline, to ensure that the plan of action is being followed and goals are being met.
 - b. Plumas County Public Health Agency will — review the HIV Care Connect (HCC) system compliance in which all —client's information and documentation is updated bi-weekly throughout the award period.
 1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.

 COUNTY INITIALS
 SUBCONTRACTOR INITIALS

PARTB2425GNS

3. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Sixty-One Thousand One Hundred Nineteen Dollars (\$61,119.00).
4. Term. The term of this agreement shall be from April 1, 2024, through March 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Subcontractor from April 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
5. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Subcontractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or

COUNTY INITIALS

SUBCONTRACTOR INITIALS



costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

COUNTY INITIALS

SUBCONTRACTOR INITIALS

HCJW

- v. Subcontractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Subcontractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Subcontractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

- 11. Licenses and Permits. Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 12. Relationship of Parties. It is understood that Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

COUNTY INITIALS



SUBCONTRACTOR INITIALS

13. Statement of Occupation. Subcontractor represents and warrants that Subcontractor is engaged in a profession described by California Labor Code section 2783 as a physician. Subcontractor represents and warrants that Subcontractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Subcontractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Subcontractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Subcontractor's performance of the services Subcontractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Subcontractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Subcontractor's performance or activities before or after each instance, wherein, Subcontractor may perform under this Agreement. Subcontractor will at all times indemnify and hold County, and their respective agents, Subcontractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Subcontractor of any representation, warrant or agreement made by Subcontractor hereunder or arising out of Subcontractor's services.
14. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
15. Non-discrimination. Subcontractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
16. Choice of Law. The laws of the State of California shall govern this agreement.
17. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
18. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
19. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
20. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

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

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Rori Renfree, HIV Coordinator

Subcontractor:

Great Northern Services
310 Boles Street
Weed, CA 96094
Attention: Marie Josee Wells, CEO

24. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
25. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.
26. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Subcontractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

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27. Suspension and Debarment. The County does not employ vendors or Subcontractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Subcontractor is required to verify that none of the Subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
28. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Subcontractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
29. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

SUBCONTRACTOR:

Great Northern Services, a California
Nonprofit Corporation

By: 

Marie Josee Wells

CEO

Date signed: 4/29/2024

By: 

Vickie Daniels

CFO

Date signed: 4/29/2024

COUNTY:

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

By: 

Nicole Reinert,

Director, Public Health Agency

Date signed: 4/29/24

By: _____

Greg Hagwood

Chair, Plumas County Board of Supervisors

Date signed:

ATTEST:

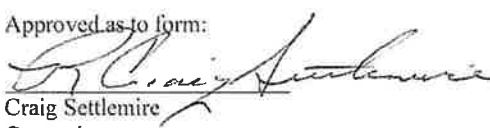
By: _____

Allen Hiskey

Clerk of the Board

Date signed:

Approved as to form:



Craig Settemire

Counsel


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EXHIBIT A

Scope of Work

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

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

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

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

HIV Partner Services Policy

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

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

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

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

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

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

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

The following principles should be followed when providing partner services:

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

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

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EXHIBIT B**Fee Schedule****Invoicing and Payment:**

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

1. Invoice(s) Shall:

- a. Be prepared on Subcontractor letterhead or signed by authorized personnel.
- b. Bear the Subcontractors name and Agreement Number.
- c. Identify the billing and/or performance period covered on the invoice.
- d. Itemize costs; include backup documentation to support the invoice.

2. Invoice(s) Schedule:

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

3. Any invoice submitted after the fiscal year closes on March 30th will fall out of compliance with grant standards and will not be able to receive reimbursement for services rendered.
4. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.
5. Amounts Payable: The amounts payable under this agreement shall not exceed Sixty-One Thousand One Hundred Nineteen Dollars (\$61,119.00).

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EXHIBIT B-1**Budget**

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

Subcontractor Budget							
Program		Part-B.					
Contractor		Great Northern Services					
Begin		4/1/2024					
Contract Year End:		3/30/2025					
	PY Budgeted Cost	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
M. Wells, Ex. Director	1,172	Administration	Client Service Administration	2,808	0.417	Fringe Rte	1,172
V. Daniels, Bookkeeper	355	Administration	Client Service Administration	850	0.417	Fringe Rte	355
Total Fringe Benefits	1,527						1,527
Contractual							
Stan Drucker, LCSW							
Med. Case Management	55,685	Core Services	Medical Case Mgt Svcs	1,295	43.000	Hrly Rte	55,685
Total Stan Drucker, LCSW	55,685						55,685
Total Contractual	55,685						55,685
Indirect	249	Administration	Client Service Administration	3,558	0.066	Indirect	249
Contract Total	61,119						61,119

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**ATTACHMENT 1
BUSINESS ASSOCIATE AGREEMENT**

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

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination

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

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

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

4. Disclaimer

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

5. Certification

____ COUNTY INITIALS
HJW SUBCONTRACTOR INITIALS

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

6. Amendment

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

____ COUNTY INITIALS
HJW SUBCONTRACTOR INITIALS

PARTB2425GNS

COVERED ENTITY

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: 

Date: 4/29/24

BUSINESS ASSOCIATE

Great Northern Services, a California
Nonprofit Corporation

Name: Marie Josee Wells

Title: CEO

Signature: 

Date: 4/29/2024

____ COUNTY INITIALS
____ SUBCONTRACTOR INITIALS

ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

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

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

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

Employee Confidentiality Pledge

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

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

Stan Drueber
Employee name (print)

Independent Contractor
Employee Signature

4/29/2024
Date

[Signature]
Supervisor name (print)

[Signature]
Supervisor Signature

[Signature]
Date

Great Northern Services
Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

ATTACHMENT 3

Darfur Contracting Act

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

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

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

OR


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

OR

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

CERTIFICATION

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

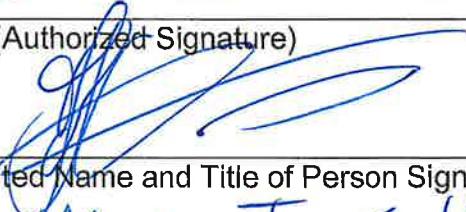
Company Name (Printed) GREAT NORTHERN SERVICES		Federal ID Number 94-2562423
By (Authorized Signature) 		
Printed Name and Title of Person Signing MARIE-JOSÉE WELLS, CEO		
Date Executed 4/29/2024	Executed in the County and State of SIKI 404	

Subcontractor Certification Clause

CCC 307

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed) GREAT NORTHERN SERVICES	Federal ID Number 94-2562423
By (Authorized Signature) 	
Printed Name and Title of Person Signing Marie-Josée WELLS, CEO	
Date Executed 4/29/2024	Executed in the County of Siskiyou

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

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

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
- and,

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

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

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

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

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

b) Former State Employees (PCC 10411):

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

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

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

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

Special Terms and Conditions

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

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

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

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

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

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18. Human Subjects Use Requirements	

1. Federal Equal Opportunity Requirements

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

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

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment/Property definitions

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

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

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

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

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

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

4. Equipment/Property Ownership / Inventory / Disposition

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

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

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

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

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

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

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

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

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

g. **Motor Vehicles**

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

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

Automobile Liability Insurance

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

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

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

5. Subcontract Requirements

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

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

- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
 - c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
 - e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
 - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
 - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
 - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
 - i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
 - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

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

8. Site Inspection

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

9. Federal Contract Funds

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

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

10. Termination

a. For Cause

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

b. For Convenience

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

11. Intellectual Property Rights

a. Ownership

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

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

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

b. Retained Rights / License Rights

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

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

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

- (1) Contractor represents and warrants that:

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

g. Intellectual Property Indemnity

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

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

h. Federal Funding

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

i. Survival

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

12. Air or Water Pollution Requirements

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

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

13. Prior Approval of Training Seminars, Workshops or Conferences

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

14. Confidentiality of Information

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

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

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

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

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

17. Financial and Compliance Audit Requirements

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

- (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

18. Human Subjects Use Requirements

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

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

19. Novation Requirements

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

20. Debarment and Suspension Certification

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

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

21. Smoke-Free Workplace Certification

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

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

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

23. Payment Withholds

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

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

24. Performance Evaluation

(Not applicable to grant agreements.)

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

25. Officials Not to Benefit

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

26. Four-Digit Date Compliance

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

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

27. Prohibited Use of State Funds for Software

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

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

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

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

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

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

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

30. Union Organizing

(Applicable only to grant agreements.)

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

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

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

f. Earned/Accrued Compensation

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

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

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

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

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

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

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

32. Suspension or Stop Work Notification

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

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

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

33. Public Communications

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

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

34. Compliance with Statutes and Regulations

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

35. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

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

b. Prohibition

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

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

<p><u>GREAT NORTHERN SERVICES</u></p> <p><small>Name of Contractor</small></p>	<p><u>Marie-Josée WELLS</u></p> <p><small>Printed Name of Person Signing for Contractor</small></p>
<p><u>Part B2425GNS</u></p> <p><small>Contract / Grant Number</small></p>	<p></p> <p><small>Signature of Person Signing for Contractor</small></p>
<p><u>4/29/2024</u></p> <p><small>Date</small></p>	<p><u>CEO</u></p> <p><small>Title</small></p>

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

California Department of Health Care Services

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> 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 <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from 10a. (Last name, First name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____	
	Print Name: _____	
	Title: _____	
	Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

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

B. Insurance Coverage Requirements

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

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

Exhibit E
Additional Provisions

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

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

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

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

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:
 "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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

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

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

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

F. Security Incident: "Security Incident" means:

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

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

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

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

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

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

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

XI. Breach and Security Incident Responsibilities:

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

Exhibit G
Information Privacy and Security Requirements
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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th 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 Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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

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

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

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

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- E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Award Information

This award's funding is administered by the Health Resources and Services Administration provided in compliance with Part C of the Ryan White HIV/AIDS Treatment Act of 2006.

1. Federal Award Identification: 6H76HA01696-20-02
2. Federal Award Identification Number (FAIN): H7601696
3. CFDA Number and Name: 93.918, RWPARTC

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Great Northern Services, a California Nonprofit Corporation, (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the awards expectations.
 - a. Participation is required for annual monitoring visit to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice and be provided with the monitoring tool.
 1. In the event of a finding during the monitoring visit, the subcontractor will need to provide a written plan of action within one month and will be given 3 months to correct the noncompliance issue. During this correction period, there will be an initial meeting to discuss and finalize a plan of action. This is followed by monthly meetings until the 3-month deadline, to ensure that the plan of action is being followed and goals are being met.
 - b. Plumas County Public Health Agency will also review the HIV Care Connect (HCC) system compliance in which all the client's information and documentation is updated bi-weekly throughout the award period.
 1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.

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3. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Twenty-Five Thousand Seven Hundred Fifty Dollars (\$25,750.00).
4. Term. The term of this agreement shall be from April 1, 2024 through March 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Subcontractor from April 1, 2024 to the date of approval of this Agreement by the Board of Supervisors.
5. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Subcontractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or

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costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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- v. Subcontractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Subcontractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Subcontractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

- 11. Licenses and Permits. Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 12. Relationship of Parties. It is understood that Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

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13. Statement of Occupation. Subcontractor represents and warrants that Subcontractor is engaged in a profession described by California Labor Code section 2783 as a physician. Subcontractor represents and warrants that Subcontractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Subcontractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Subcontractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Subcontractor's performance of the services Subcontractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Subcontractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Subcontractor's performance or activities before or after each instance, wherein, Subcontractor may perform under this Agreement. Subcontractor will at all times indemnify and hold County, and their respective agents, Subcontractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Subcontractor of any representation, warrant or agreement made by Subcontractor hereunder or arising out of Subcontractor's services.
14. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
15. Non-discrimination. Subcontractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
16. Choice of Law. The laws of the State of California shall govern this agreement.
17. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
18. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
19. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
20. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

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

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Rori Renfree, HIV Coordinator

Subcontractor:

Great Northern Services
310 Boles Street
Weed, CA 96094
Attention: Marie Josee Wells, CEO

24. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
25. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.
26. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Subcontractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

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27. Suspension and Debarment. The County does not employ vendors or Subcontractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Subcontractor is required to verify that none of the Subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
28. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Subcontractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
29. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

EXHIBIT	TITLE	PAGE
A	Scope of Work	10-12
B	Fee Schedule	13
B-1	Subcontractor Budget	14
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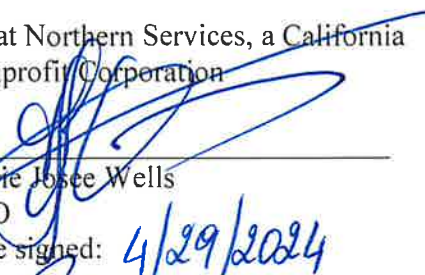
(SIGNATURES TO FOLLOW ON NEXT PAGE)

COUNTY INITIALS
 SUBCONTRACTORS INITIALS

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

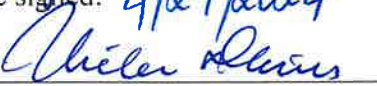
SUBCONTRACTOR:

Great Northern Services, a California
Nonprofit Corporation

By: 
Marie Josée Wells

CEO

Date signed: 4/29/2024

By: 
Vickie Daniels

CFO

Date signed: 4/29/2024

COUNTY:

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

By: 
Nicole Reinert

Director, Public Health Agency

Date signed:

By: _____
Greg Hagwood

Chair, Plumas County Board of
Supervisors

Date signed:

ATTEST:

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

Approved as to form:


Craig Settemire
Counsel

EXHIBIT A

Scope of Work

Subcontractor Requirements:

1. Serve as the patient coordinator for the Mountain Counties EIS Program in Siskiyou County, provides patient coordination to 35-45 EIS enrolled patients in coordination with the primary medical provider and the HIV Consultant, as outlined in the HIV Early Intervention Services (EIS) Patient Coordinator Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.
2. Coordinate and facilitate case conference with medical provider and HIV consultant during six HIV clinic days.
3. Provide treatment adherence education, health education and risk reduction education to EIS patients; facilitate and track all health and social service referrals.
4. Provide substance abuse assessments for 20-25 HIV+ patients and refer, as needed, 3-5 patients for ongoing substance abuse counseling services.
5. Participate in quarterly Regional Continuous Quality Improvement Committee meetings and in ongoing quality improvement projects.

Current Quality Measurement goals include:

85% of HIV+ women will receive annual PAP screening.

85% of all HIV patients will have documented HCV status in chart/ARIES' HCC database.

75% of all HIV patients will have Hepatitis B immunity documented in chart/ARIES.

75% of all HIV patients using tobacco will receive cessation education & information.

75% of all HIV patients will achieve viral load suppression <200 copies.

80% of all HIV patients will be retained in care – New patients seen every 4 months;

Ongoing patients seen every 6 months.

6. Collect and input required client data for EIS Program, generate data reports, and annual RSR Report.
7. Invoice for services at least quarterly (see Subcontractors' budget).
8. Hosting six clinics per fiscal year, where the patients receive medical care which include full LAB panels and meet with the HIV/EIS Physician to discuss health topics that relate to or can impact their HIV disease progression. The Physician will provide education on health risk factors to the patient and order any necessary testing, screening or counseling (i.e. having triple site testing for STI's, smoking cessation, substance abuse treatment/counseling/referral, mental health treatment/counseling/referral)

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Reporting and Performance Requirements:

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

- A. Generate and submit EIS Program quarterly data reports and for annual RSR Report.
- B. Input data into HCC System.
 - a. All data and documentation will be entered bi-weekly.
 - b. All HCC reporting must be up to date by March 15th.
- C. Invoice for actual services at least quarterly. Funds may only be used to pay for allowable categories of services outlined in the Subcontractor's Budget.
 - a. Final invoices for Quarter 4 submitted by no later than April 15th.
- D. Attendance in bi-annual MCHAC meetings.
- E. Provide PCPHA with a copy of the provider's license and proof of liability insurance.

HIV Early Intervention Services Patient Coordinator Job Description:

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

Job Duties and Responsibilities:

- Counsels and assists the EIS client and significant others 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.

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- 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 Subcontractor for actual expenditures incurred in accordance with this service agreement.

1. Invoice(s) Shall:

- a. Be prepared on Subcontractor letterhead or signed by authorized personnel.
- b. Bear the Subcontractor name and Agreement Number.
- c. Identify the billing and/or performance period covered on the invoice.
- d. Itemize costs; include backup documentation to support the invoice.

2. Invoice(s) Schedule:

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

3. Any invoice submitted after the fiscal year closes on March 30th will fall out of compliance with grant standards and will not be able to receive reimbursement for services rendered.
4. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.
5. Amounts Payable: The amounts payable under this agreement shall not exceed Twenty-Five Thousand Seven Hundred Fifty Dollars (\$25,750.00).

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EXHIBIT B-1**Budget**

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

Subcontractor Budget							
Program	Part C						
Subcontractor	Great Northern Services						
Contract Year	April 1, 2024 - March 31, 2025						
	Description	Budget Line	Program Category	Service Category	Amount	Rate	Contract Cost
Personnel							
M Wells	Executive Director	Patient Coord/MCM	Admin Exp	Grantee Administration	93,600	0.005 FTE	449
V Daniels	Bookkeeper	Patient Coord/MCM	Admin Exp	Grantee Administration	85,000	0.005 FTE	407
M Wells	Executive Director	Med Case Mgt, Substance Abuse Svcs & Test Kits	Admin Exp	Grantee Administration	93,600	0.005 FTE	487
V Daniels	Bookkeeper	Med Case Mgt, Substance Abuse Svcs & Test Kits	Admin Exp	Grantee Administration	85,000	0.005 FTE	443
Total Personnel							1,786
Fringe Benefits							
M Wells	Executive Director	Patient Coord/MCM	Admin Exp	Grantee Administration	449	0.375 Fringe Rte	168
V Daniels	Bookkeeper	Patient Coord/MCM	Admin Exp	Grantee Administration	407	0.375 Fringe Rte	152
M Wells	Executive Director	Med Case Mgt, Substance Abuse Svcs & Test Kits	Admin Exp	Grantee Administration	487	0.375 Fringe Rte	183
V Daniels	Bookkeeper	Med Case Mgt, Substance Abuse Svcs & Test Kits	Admin Exp	Grantee Administration	443	0.375 Fringe Rte	165
Total Fringe Benefits							670
Contractual							
S Drucker, LCSW							
Patient Coordination	Case Manager	Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Services	89,440	0.125 FTE	11,001
Medical Case Management	Case Manager	Med Case Mgt, Substance Abuse Svcs & Test Kits	CMS	Medical Case Management	89,440	0.100 FTE	3,914
Substance Abuse Assessments	Case Manager	Med Case Mgt, Substance Abuse Svcs & Test Kits	CMS	Substance Abuse Services Outpatient	89,440	0.035 FTE	3,130
Clinic Travel	Case Manager	Patient Coord/MCM	EIS	Outpatient / Ambulatory Health Services	200	0.580 Mileage	116
Total S Drucker, LCSW							23,192
Total Contractual							23,192
Indirect		Patient Coord/MCM	Admin Exp	Grantee Administration	1,786	0.057 Indirect	102
Total Subcontract							25,750

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**ATTACHMENT 1
BUSINESS ASSOCIATE AGREEMENT**

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

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination

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

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

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

4. Disclaimer

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

5. Certification

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HCW

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

6. Amendment

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

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PARTC2425GNS

COVERED ENTITY

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: 

Date: 4/25/24

BUSINESS ASSOCIATE

Great Northern Services, a California
Nonprofit Corporation

Name: Marie Josee Wells

Title: CEO

Signature: 

Date: 4/29/2024

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ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

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

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

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

Employee Confidentiality Pledge

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

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

STAN DRUCKER Independent Contractor 4/29/2024
Employee name (print) Employee Signature Date

_____ _____ _____
Supervisor name (print) Supervisor Signature Date

Great Northern Services
Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

ATTACHMENT 3

Darfur Contracting Act

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

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

1. GAN
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

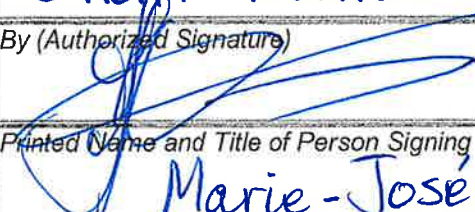
2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy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

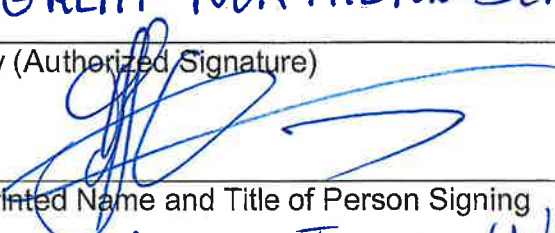
Company Name (Printed) GREAT NORTHERN SERVICES		Federal ID Number 94-2562423
By (Authorized Signature) 		
Printed Name and Title of Person Signing Marie-Josée WELLS, CEO		
Date Executed 4/29/2024	Executed in the County and State of SISKIYOU	

Subcontractor Certification Clause

CCC 307

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed) GREAT NORTHERN SERVICES	Federal ID Number 94-25 62423
By (Authorized Signature) 	
Printed Name and Title of Person Signing Marie-Josée WELLS, CEO	
Date Executed 4/29/2024	Executed in the County of SISKIYOU

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

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

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
- and,

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

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

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

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

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

b) Former State Employees (PCC 10411):

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

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

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

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

Special Terms and Conditions

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

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

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

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

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

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	19. Novation Requirements
2. Travel and Per Diem Reimbursement	20. Debarment and Suspension Certification
3. Procurement Rules	21. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	22. Covenant Against Contingent Fees
5. Subcontract Requirements	23. Payment Withholds
6. Income Restrictions	24. Performance Evaluation
7. Audit and Record Retention	25. Officials Not to Benefit
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12. Air or Water Pollution Requirements	30. Union Organizing
13. Prior Approval of Training Seminars, Workshops or Conferences	31. Contract Uniformity (Fringe Benefit Allowability)
14. Confidentiality of Information	32. Suspension or Stop Work Notification
15. Documents, Publications, and Written Reports	33. Public Communications
16. Dispute Resolution Process	34. Compliance with Statutes and Regulations
17. Financial and Compliance Audit Requirements	35. Lobbying Restrictions and Disclosure Certification
18. Human Subjects Use Requirements	

1. Federal Equal Opportunity Requirements

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

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

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment/Property definitions

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

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

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

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

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

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

4. Equipment/Property Ownership / Inventory / Disposition

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

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

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

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

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

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

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

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

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

g. **Motor Vehicles**

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

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

Automobile Liability Insurance

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

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

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

5. Subcontract Requirements

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

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

- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive-bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

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

8. Site Inspection

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

9. Federal Contract Funds

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

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

10. Termination

a. For Cause

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

b. For Convenience

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

11. Intellectual Property Rights

a. Ownership

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

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

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

b. Retained Rights / License Rights

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

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

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

- (1) Contractor represents and warrants that:

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

g. Intellectual Property Indemnity

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

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

h. Federal Funding

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

i. Survival

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

12. Air or Water Pollution Requirements

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

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

13. Prior Approval of Training Seminars, Workshops or Conferences

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

14. Confidentiality of Information

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

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

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

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

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

17. Financial and Compliance Audit Requirements

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

- (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

18. Human Subjects Use Requirements

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

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

19. Novation Requirements

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

20. Debarment and Suspension Certification

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

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

21. Smoke-Free Workplace Certification

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

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

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

23. Payment Withholds

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

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

24. Performance Evaluation

(Not applicable to grant agreements.)

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

25. Officials Not to Benefit

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

26. Four-Digit Date Compliance

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

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

27. Prohibited Use of State Funds for Software

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

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

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

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

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

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

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

30. Union Organizing

(Applicable only to grant agreements.)

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

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

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

f. Earned/Accrued Compensation

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

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

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

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

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

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

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

32. Suspension or Stop Work Notification

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

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

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

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

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

33. Public Communications

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

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

34. Compliance with Statutes and Regulations

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

35. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

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

b. Prohibition

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

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

<p><u>Great Northern Services</u> Name of Contractor</p> <p><u>Part C 24256 NS</u> Contract / Grant Number</p> <p><u>4/29/24</u> Date</p>	<p><u>Marie-Josée Wells</u> Printed Name of Person Signing for Contractor</p> <p><u>[Signature]</u> Signature of Person Signing for Contractor</p> <p><u>CEO</u> Title</p>
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After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0340-0046

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

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

B. Insurance Coverage Requirements

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

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

Exhibit E
Additional Provisions

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

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

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

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

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:
 "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit G
Information Privacy and Security Requirements
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D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

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

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

F. Security Incident: "Security Incident" means:

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

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

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

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

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

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

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

XI. Breach and Security Incident Responsibilities:

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

Exhibit G
Information Privacy and Security Requirements
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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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Information Privacy and Security Requirements
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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th 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 Enforcement CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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

- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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

Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Exhibit G

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

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

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

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

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

Exhibit G

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

- E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin

MEETING DATE: May 14, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Current Electric and Alarm to replace the fire alarm system at the Quincy Library; work to be completed by June 30, 2024; not to exceed \$40,110.00; this project is funded through Capital Improvements as approved in FY23/24 budget 2012054/540110; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Current Electric and Alarm to replace the fire alarm system at the Quincy Library.

Background and Discussion:

The Quincy Library recently underwent a test of the fire alarm system performed by Current Electric & Alarm with the Quincy Fire Department Fire Marshall present and the fire alarm system was found to be unresponsive. The Fire Marshall explained that this is an urgent situation and the alarm system needs to be replaced as soon as possible or the Quincy Library could be closed until the alarm system is brought back to full functionality.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Current Electric and Alarm to replace the fire alarm system at the Quincy Library.

Fiscal Impact:

This contract has direct impact to General Fund for the full amount of the contract.

Attachments:

1. Current Electric & Alarm - Q Library contract

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services and Airports** department (hereinafter referred to as "County"), and **Current Electric and Alarm, a CA Corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work 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 One Hundred Ten Dollars and 0/100 (\$40,110.00)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **June 30, 2024**, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

____ COUNTY INITIALS

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- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
 - d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. 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.
21. 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.
22. 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 attorneys' 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, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. 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 thousands 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.

24. 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 license as a **Class C-10 Electrical Contractor**, issued by the State of California, No. **815151**.
25. 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. 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.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. 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.
36. 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 and Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Facilities Director**

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Contractor:

Current Electric and Alarm
5031 Grizzly Rd
Portola, Ca 96122
Attention: Alan Vaughan

37. 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.
38. 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.
39. 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.
40. 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.
41. 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).

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CONTRACTOR INITIALS ____

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
42. 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.
43. 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 first set forth above.

CONTRACTOR:

**Current Electric and Alarm,
a CA Corporation**

COUNTY:

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

By: _____

Name: Alan Vaughan

Title: CEO/CFO

Date signed: _____

By: _____

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date:

ATTEST:

By: _____

Name: Alan Hiskey

Title: Clerk of the Board

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. The contractor shall:
 - a. Remove and dispose of existing fire alarm panel and install new addressable Fire Alarm and Annunciator per Fire Marshall approved plans submitted to Plumas County Building Department and Current Electric quote dated 04/01/2024.
 - b. Work to be done during normal business hours.
 - c. Contractor is responsible for scheduling inspections through Plumas County Building Department
2. Provide and pay for all labor, materials, taxes, and insurance.
3. All work will be done in a safe manner to industry standards and comply with current California Building and Electrical Codes and all applicable state and federal laws and regulations.

EXHIBIT B

Fee Schedule

1. The Contract Amount, \$40,110.00 including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
2. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
3. The County shall not have any responsibility to make payments to any subcontractor or supplier.
4. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
5. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: May 14, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and SmithWaters Group for patients' rights advocacy services for Plumas County; effective May 1, 2024; not to exceed \$50,000.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and SmithWaters Group for patients' rights advocacy services for Plumas County; effective May 1, 2024; not to exceed \$50,000.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

Background and Discussion:

The SmithWaters Group will provide full Title IX Patients' Rights Advocacy Services for Plumas County. All required services performed under this contract are statutorily required in the California Code of Regulations Title IX the 5000 sections of the Welfare & Institution Code and certain sections of the Health & Safety Code. The SmithWaters Group will ensure that all duties under this contract are performed in an ongoing and timely manner to include involvement in the new AB2275 requirements of providing mental health clients on 5150's in emergency departments have due process recognized.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and SmithWaters Group for patients' rights advocacy services for Plumas County; effective May 1, 2024; not to exceed \$50,000.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

Fiscal Impact:

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

Attachments:

1. 4221_001

Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed the maximum compensation amount of \$50,000.00 for fiscal year 2024/25 and fiscal year 2025/26.
3. Term. The term of this Agreement commences May 1, 2024, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by SmithWaters Group from May 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - 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

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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. 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.

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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

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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.

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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:
Frank W. SmithWaters Director
Mental Health Advocacy Services
3666 I Street
Sacramento, CA 95816
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.

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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

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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.
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.

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

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

By: Sharon R. Sousa, LMFT
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed: 04/30/2024

APPROVED AS TO CONTENT:

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

Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Joshua Breehtel, Attorney
County Counsel's Office

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and SmithWaters Group, a California Partnership, referred to herein as Business Associate ("BA"), dated May 1, 2024

RECITALS

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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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."

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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)].

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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

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PCBH2426SMITHWATERS

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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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: Sharon R. Sousa, LMFT
Date: 04/30/2024

BUSINESS ASSOCIATE

Name: Frank W. Smith Waters
Title: Director
Address: 3666 I Street
Sacramento, CA 95816

Signed: [Signature]
Date: 4/30/2024

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[Signature]

EXHIBIT A - SCOPE OF WORK

The SmithWaters Group will provide full Title IX Patients' Rights Advocacy Services for Plumas County. All required services performed under this contract are statutorily required in the California Code of Regulations Title IX the 5000 sections of the Welfare & Institution Code and certain sections of the Health & Safety Code. The SmithWaters Group, under this contract with Plumas County will dedicate .5 FTE to ensure that all duties under this contract are performed in an ongoing and timely manner to include involvement in the new AB2275 requirements of providing mental health clients on 5150's in emergency departments have due process recognized. Because Certification Review Hearings are time sensitive, those take priority over several other Patients' Rights Duties. SmithWaters will be available on an ongoing basis for complaint resolution monitoring of mental health facilities and clinics.

The scope of services will include but is not limited to the following:

- Complaint Investigation follow-up with Behavioral Health staff
- Develop working relationships with Behavioral Health and Public Guardian staff.
- Meet quarterly with the Behavioral Health Director or designee.
- Provide training and education to both providers and service recipients about mental health law and patients rights on an as-needed basis.
- Provide 5150 Certification Training to staff as needed.
- Ensure that all recipients of services are notified of their rights.
- Distribution of related posters , brochures, and the state mandated patients' rights handbooks.
- Participate on County QIC Committee and other committees as identified by the Behavioral Health Director.
- Provide written Annual Report of Activities.
- Serve as Liaison with Title IX advocates and Conservators in other counties.
- Work with both County staff and community-based hospital to ensure that the requirements of AB2275 are being implemented and maintained.

Additional services include:

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Mediation of any issues between staff and clients as well as client-to-client. SmithWaters goal is to assist in creating as stress-free environment as possible. Consultation on patients' rights as needed 24-hour phone access available to both staff and clients. The SmithWaters Group staff will be in Plumas County for in-person meetings with clients or staff on a limited basis.

EXHIBIT B - FEE SCHEDULE

COUNTY agrees to pay CONTRACTOR flat monthly rate of \$2000 per month for the following fiscal years 2024-2025 and 2025-2026

Cost of Service-Inclusive of all expected costs to include staff time and any associated travel cost and material costs.

Payments by COUNTY shall be 2-3 weeks in arrears, for services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices. Include backup documentation to support the invoice.

INVOICING AND PAYMENT:

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

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

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**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: May 14, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sutter Yuba Behavioral Health for inpatient psychiatric services; effective March 1, 2024; not to exceed \$49,999.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sutter Yuba Behavioral Health for inpatient psychiatric services; effective March 1, 2024; not to exceed \$49,999.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

Background and Discussion:

Sutter-Yuba Behavioral Health is a psychiatric health facility, serving individuals experiencing acute psychiatric conditions that require rehabilitation services. This agreement has been approved to form by County Counsel.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sutter Yuba Behavioral Health for inpatient psychiatric services; effective March 1, 2024; not to exceed \$49,999.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

Fiscal Impact:

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

Attachments:

1. 4222_001

PCBH2425SYBH

**AGREEMENT WITH THE COUNTY OF PLUMAS FOR THE PROVISION OF
INPATIENT PSYCHIATRIC SERVICES
TO BE PROVIDED THROUGH SUTTER-YUBA BEHAVIORAL HEALTH**

DESCRIPTION: Acute inpatient, psychiatric health facility services

BEGINS: **March 1, 2024**

ENDS: **June 30, 2025**

ADMINISTERING AGENCY: Sutter-Yuba Behavioral Health

THIS AGREEMENT ("Agreement") is made and entered into between the County of Plumas, a political subdivision of the State of California, herein after called "PCBH," and Sutter-Yuba Behavioral Health, a joint powers authority operated by the County of Sutter and the County of Yuba, through the County of Sutter, a political subdivision of the State of California, hereinafter called "SYBH." SYBH operates a Psychiatric Health Facility, the Sutter-Yuba Behavioral Health Psychiatric Health Facility located at 1965 Live Oak Blvd, Yuba City, CA, hereinafter called the "Facility."

WHEREAS, PCBH is charged with the responsibility of providing mental health services for mentally disordered persons, and;

WHEREAS, SYBH has the facilities and the ability to be certified and staffed to provide psychiatric inpatient hospital care and maintenance of mentally disordered persons.

NOW, THEREFORE, it is hereby mutually agreed by and between PCBH and SYBH as follows:

1. Definitions:

Concurrent Review means the review of treatment authorization requests by SYBH for inpatient mental health services in order to approve, modify, or deny requests for continued services based on a determination of medical necessity by PCBH or its contracted provider. The review of treatment authorization requests is concurrent with the provision of services and is required after the first day of admission through day of discharge.

Psychiatric Health Facility Services ("Services") means therapeutic and/or rehabilitative services provided in a psychiatric health facility ("PHF") on an inpatient basis to Clients who need acute care, which is care that meets the criteria of CCR, Title 9, section 1820.205, and whose physical health needs can be met in an affiliated general acute care hospital or in outpatient settings.

2. Description of Services:

SYBH shall provide psychiatric inpatient services at the Facility to residents of Plumas County over the age of 18 in conformance with all applicable federal and state statutes and regulations. Services will be provided, with prior authorization by PCBH, to eligible persons with a mental disorder (hereinafter called "Patient(s)") who may be either on voluntary or involuntary status. The length of stay of each Patient shall be determined by the SYBH'S professional staff, in

coordination with PCBH as indicated in Section 10 herein. SYBH shall provide, or shall arrange for, necessary emergency and non-elective ancillary medical services for a Patient as part of the inpatient treatment services.

When a bed(s) is/are available, SYBH agrees to provide acute psychiatric inpatient care to PCBH clients under the circumstances described herein. SYBH is not required to provide bed(s) if SYBH needs the bed(s) to maintain its own operations. Services shall include, but are not limited to, 72-hour detention under Section 5150 WIC, 14-day Certification under Section 5250 Section 5260 WIC, 30-day Certification under Section 5270 WIC, and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by PCBH or as identified by SYBH via Crisis or Emergency Services assessment processes. These services shall be provided in the SYBH PHF in Yuba City, California, except that PCBH shall conduct any necessary Court proceedings in regard to Conservatorships in the County of PLUMAS.

SYBH shall prepare and serve all Notices of Certification under Sections 5250 WIC, et seq., 5260 WIC, et seq and 5270 WIC, et seq. PHF and PHF staff shall give their best efforts in making the evaluations for 14-day as expeditiously as possible. PCBH may request copies of any SYBH PHF Policies at any time.

SYBH shall designate the PHF as the facility for 72-hour detention for treatment and evaluation as well as for 14-day and 30-day Certifications, as provided for in Sections 5150.

If services required by Patients exceed SYBH'S capabilities, SYBH may utilize other facilities as mutually agreed upon by the SYBH'S Acute Psychiatric Services Branch Director and PCBH's Behavioral Health Director.

PCBH staff will consult with SYBH'S staff prior to a Patient's discharge to effect an appropriate placement. PCBH will be responsible for aftercare and placement of all Patients covered by this Agreement upon their discharge from SYBH'S Facility or any subsequent placement facility including transportation from the Facility.

It is understood and agreed that only mentally disordered persons are to be admitted to the Facility pursuant to this Agreement and that inebriates and persons not mentally disordered, in the opinion of SYBH, are specifically excluded therefrom.

3. Direction:

The services to be provided pursuant to this Agreement by SYBH for Patients shall be under the general direction of the PCBH's Behavioral Health Director or his/her designee. SYBH shall render inpatient psychiatric services to Patients admitted to the Facility in accordance with applicable state and federal laws and regulations. Documentation of services provided by SYBH for each Patient shall be available for review by PCBH upon request.

4. Patient Eligibility:

Services under this Agreement shall be rendered without regard to race, color, sex, sexual orientation, religion, national origin, ancestry, disability, age (over 40), physical or mental status as specified in applicable federal and state laws and regulations. The specific admission procedures shall be mutually agreed upon by SYBH'S Acute Psychiatric Services Branch

Director and PCBH's Behavioral Health Director. Residency in PCBH will be the basic requirement for eligibility for services. Transients referred by PCBH on an emergency or involuntary status may also receive services through this Agreement.

5. Cultural Competence:

SYBH shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health ("DMH") Information Notice No: 10-02, 2010 Cultural Competence Plan Requirements ("CCPR"), which establishes new standards and criteria for the entire PCBH Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.

6. Payments:

In consideration for SYBH providing inpatient psychiatric services to Patients pursuant to this Agreement, PCBH shall pay SYBH at the rate of \$1750.00 per Patient/per day or portion of day, including the day of admission and excluding the day of discharge, all inclusive of: (a) all hospital costs including room and board, (b) medications, (c) psychiatrist's time, (d) laboratory work, and (e) court costs. If PCBH wishes to pursue reimbursement from Medi-Cal, PCBH must bill Medi-Cal directly for services rendered.

- A. If it is determined, either before or after admission to the Facility, that a Patient has Medi-Cal eligibility in another county, it is the responsibility of PCBH to notify the county of financial responsibility that one of its Medi-Cal beneficiaries has been admitted to the Facility.
- B. PCBH is responsible for payment in full for SYBH'S services regardless of a Patient's county Medi-Cal eligibility or other insurance.
- C. SYBH will not bill a Patient directly for any services
- D. Payments to SYBH by PCBH shall be made within 45 days of receipt of correct and approved invoice and supporting documentation by PCBH. SYBH shall submit invoices and supporting documentation to PCBH, within 30 days of the date of discharge of any Patient. SYBH shall submit with any invoice supporting documentation identifying the Patient, service provider, type of service and requisite service code, date of service, and time of day and length of time of services.
- E. **For the term of this Agreement the fiscal year maximum amount, the amount not to be exceeded, will be \$49,999.00, or 28 bed days, at the \$1750.00 per day bed rate.**

7. Certification of Program Integrity:

SYBH shall comply with all applicable state and federal statutory and regulatory requirements for certification of claims including, but not limited to, Title 42, Code of Federal Regulations, Part 438.

For each Medi-Cal beneficiary Patient for whom the SYBH is submitting a claim for reimbursement, SYBH shall ensure the following:

- A. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (“MHP”) contract between SYBH and DHCS, a copy of which will be provided to PCBH by SYBH under separate cover upon request.
- B. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.
- C. The services included in the claim were actually provided to the beneficiary.
- D. Medical necessity was established for the beneficiary as defined in applicable statutes and regulations for the service or services provided, for the timeframe in which the services were provided. Days beyond the timeframe that is defined as medically necessary (“Administrative Days”) shall be reimbursed by PCBH.
- E. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between SYBH and the DHCS.

In addition, SYBH certifies that the following processes are in place:

- F. Written policies, procedures, and standards of conduct that articulate SYBH’S commitment to comply with all applicable federal and state standards with respect to operation of the Facility.
- G. The designation of a compliance officer and a compliance committee accountable to senior management.
- H. Effective training and education for the compliance officer and SYBH’S employees, volunteers, and agents at the Facility.
- I. Enforcement of standards through well-publicized disciplinary guidelines.
- J. Provisions for internal monitoring and auditing.
- K. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
- L. Confirmation that subcontractors and all employees are not excluded from Medi-Cal and Medicaid participation.

8. Term:

The term of this Agreement shall be from March 1, 2024 to June 30, 2025 or until the Agreement is terminated by either party in accordance with the provisions of this Agreement. Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended for ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a twenty (20) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow PCBH and SYBH time in which to complete a renewal Agreement for approval by both parties.

9. Admissions Procedure:

SYBH agrees that only those Patients that PCBH specifically refers to SYBH for placement in the Facility shall receive services pursuant to this Agreement. PCBH’S written request for admission constitutes authorization.

PCBH understands and accepts that Patients are encouraged and permitted to sign into the Facility as a voluntary patient when possible pursuant to subdivision (c) of section 5250 of the California Welfare & Institutions Code.

All persons referred by PCBH for admission to the Facility will be medically cleared for admission to a non-medical facility prior to admission to the Facility. This medical clearance will be provided directly or indirectly, and payment arranged or provided by PCBH. Criteria and requirements for medical clearance will be determined by SYBH. All transportation costs to and from the Facility for medical care and clearance are the responsibility of PCBH.

SYBH shall not be required to accept referrals for treatment of individuals housed in jail or other penal institutions.

10. Coordination of Care:

PCBH and SYBH agree that both of their clinical staffs will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, readiness for discharge, and in the process of planned transition back into the community and to this end may freely exchange Patient information as a unitary treatment program. PCBH agrees to facilitate timely aftercare placement for Patients ready

11. Concurrent Review:

SYBH will adhere to the concurrent review standards as outlined in the Behavioral Health Information Notice 22-017-Concurrent Review Standards for Psychiatric Inpatient Hospital and Psychiatric Health Facility Services. PCBH and SYBH will coordinate appropriate contacts to ensure timely documentation submissions and methods for ensuring utilization management practices are upheld. Patient Records:

Active Patient records shall be maintained at the nursing station at the Facility and in the Electronic Health Record.. Closed records shall be scanned into the Electronic Health Record, in accordance with all applicable laws and regulations.

Patient records shall be retained for 10 years or any further period that is required by law or regulation and until all federal or state audits are complete, and exceptions resolved for this Agreement. Upon request, SYBH shall make these records available to authorized representatives of PCBH, the State of California, and the United States Government. For the first two years after last discharge, the records shall be stored on site at the Facility. For the last eight years after last discharge, all records shall be stored in a secured off-site area selected by SYBH.

SYBH staff at the Facility shall have access within 24 hours to all appropriate PCBH Patient records requested by SYBH staff. Records shall be available within 24 hours of request, weekends and PCBH holidays excluded. PCBH staff shall have access to all Facility records for any Patient, placed pursuant to this Agreement, who is (or was) under SYBH'S care at the Facility.

12. Right to Audit:

SYBH agrees to extend to PCBH'S Behavioral Health Director or designee, or auditors designated by PCBH or the State of California, the right to review and investigate records, programs, or procedures, at a reasonable time during normal business hours as regards Patients as well as the overall operation of SYBH'S programs at the Facility. SYBH shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

13. Status of SYBH:

The parties hereto agree that SYBH, its agents, and employees, including its professional and non-professional staff, in the performance of this Agreement shall act in an independent capacity and not as officers, officials, employees, or agents of PCBH. SYBH shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and quarters necessary for the performance of the services to be provided by SYBH pursuant to this Agreement.

14. Conflict of Interest:

SYBH attests that it has no current business or financial relationship with any PCBH employees that would conflict with this Agreement and will not enter into any such business or financial relationships with any such employees during the term of this Agreement.

SYBH has an affirmative duty to disclose to PCBH in writing the name(s) of any person(s) who have an actual, potential, or apparent business or financial conflict of interest.

15. Indemnity:

PCBH and SYBH shall each defend, hold harmless, and indemnify the other party, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this Agreement and is in addition to any other rights or remedies that PCBH and SYBH may have under law and/or this Agreement.

16. Insurance:

SYBH and PCBH are both covered, and will remain covered, for general liability, automobile liability, professional liability, property, and workers' compensation liability through a self-insurance program during the performance of this Agreement, in conjunction with excess coverage through the Public Risk Innovation, Solutions, and Management (PRISM). A certificate of coverage will be furnished to PCBH by SYBH and by SYBH to PCBH upon request.

17. Nondiscrimination:

SYBH agrees to comply with federal and state non-discrimination and equal opportunity statutes and regulations.

During the performance of this Agreement,

- A. SYBH and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including, but not limited to, HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. SYBH and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. SYBH and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Chapter 1 of Part 2.8 of Division 3 of Title 2 of the California Government Code, commencing at section 12900) and the regulations promulgated thereunder.
- D. SYBH and its subcontractors shall give written notice of their obligations under this Section of this Agreement to labor organizations with which they have a collective bargaining or other agreement.
- E. SYBH 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 United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- F. SYBH shall include the nondiscrimination and compliance provisions of this Agreement in all agreements with subcontractors to perform work or services under this Agreement.

18. Assignment:

Neither party shall assign, sublet, delegate, or transfer any of its rights, duties, or obligations arising hereunder without written consent of the other.

19. Fiscal Considerations:

The parties to this Agreement recognize and acknowledge that both SYBH and PCBH are political subdivisions of the State of California. As such, both are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given Fiscal Year. It is further understood that in the normal course of PCBH'S and SYBH'S businesses, they will adopt a proposed budget prior to a given Fiscal Year, but that the final adoption of a budget does not occur until after the beginning of the Fiscal Year.

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of termination of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and PCBH and SYBH released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors of PCBH and SYBH, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either PCBH'S or SYBH'S departments for which services were contracted to be performed pursuant to this Agreement, this Agreement may be deemed to be immediately terminated in its entirety subject to payment for services performed prior to termination. Notice of said termination shall be provided at the earliest possible date.

20. Default, Termination, and Cancellation:

A. Default:

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default ("Notice"). If the party in default does not cure the default within 10 days of the date of Notice ("Time to Cure"), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving

Notice. Any extension of the Time to Cure must be in writing, prepared by the party in default for signature by the party giving Notice and must specify the reason(s) for the extension and the date the extension of the Time to Cure expires.

The Notice given under this Section of this Agreement shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the Time to Cure. No Notice shall be deemed a termination of this Agreement unless the party giving Notice so elects in subsequent written notice after the Time to Cure has expired.

B. Ceasing Performance: PCBH or SYBH may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.

C. Termination without Cause:

Either party shall have the right to terminate this Agreement without cause; any such termination will be effective 60 days after written notice. In the event of termination by PCBH or SYBH, SYBH shall be paid for all services performed to the date of termination.

This Agreement may be terminated by either party, if the DHCS gives written notice stating that services provided are not in compliance with requirements of law or regulations, by giving 21 days written notice to the other party.

21. Amendments:

This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to PCBH or provide additional compensation to SYBH except as explicitly set forth in this or amended Agreement.

22. Notice to Parties:

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered or by personal delivery. Notices to SYBH shall be addressed/delivered as follows:

Director
Sutter-Yuba Behavioral Health
P.O. Box 1510
Yuba City, CA 95992

And to:

Acute Psychiatric Services Branch Director
Sutter-Yuba Behavioral Health
1965 Live Oak Blvd.
Yuba City, CA 95591

or to such other location as the SYBH directs.

Notices to PCBH shall be addressed/delivered as follows:

Che Shannon-Management Analyst

cshannon@pcbh.services

Lisa Beck, Fiscal Officer

lbeck@pcbh.services

Plumas County Behavioral Health

270 County Hospital Road Suite # 109

Quincy, CA 95971

or to such other location as PCBH directs.

23. Rules and Laws:

SYBH and PCBH agree to comply with all applicable laws, regulations, and policies governing the provisions of public mental health services. SYBH shall comply with all applicable provisions of the PCBH MHP or successor contract with the State of California which is in effect at the time services are provided, available from PCBH upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

24. Administrator:

The employee designated to administer this Agreement for SYBH is the Acute Psychiatric Services Branch Director.

25. HIPAA Compliance:

SYBH affirms that it is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, "HIPAA") and its implementing regulations relating to protecting the privacy and security of confidential health information. SYBH will not use or disclose protected confidential health information other than as permitted or required by law and regulation and will notify PCBH of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of PCBH elsewhere as set forth in this Agreement, PCBH may terminate this Agreement without penalty or recourse if PCBH determines that SYBH violated a material term of the provisions of this Section of this Agreement. SYBH will ensure that any subcontractors' agents receiving protected confidential health information related to this Agreement agree to the same restrictions and conditions that apply to SYBH with respect to such information.

26. Confidentiality and Patients' Rights:

SYBH agrees to maintain a record of each Patient served pursuant to this Agreement. These records shall be maintained in the strictest confidence in accordance with applicable state and federal laws and regulations. No specific information pertaining to discrete individual Patients will be provided to persons or agencies other than those as set forth in the provisions contained herein and in accordance with applicable state and federal laws and regulations. Furthermore, SYBH shall comply with all applicable laws and regulations, state and federal, pertaining to patients' rights (including, but not limited to section 5325 of the California Welfare and Institutions Code). SYBH and PCBH further agree to hold the other harmless for any breach of confidentiality or breach of patients' rights, as set forth in the indemnity provisions contained herein.

SYBH and PCBH agree to maintain the confidentiality of Patient information and records as provided by applicable law and regulation; notwithstanding, professional records and PCBH Patient information shall be interchangeable between SYBH and PCBH to establish and support a high level of clinical services and continuity of care and aftercare services.

27. Choice of Law:

The validity, enforceability, or interpretation of this Agreement shall be governed by the laws of the State of California. In the event that either PCBH or SYBH deems it necessary to take legal action to enforce any provisions of this Agreement, the parties shall each bear their own costs, which shall include, but not be limited to, reasonable attorney's fees and costs.

28. Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the signature pages of this Agreement may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this Agreement, with such scanned and electronic signatures have the same legal effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

SUTTER-YUBA BEHAVIORAL HEALTH

By: _____
Rick Bingham, Assistant Director
Sutter County Health and Human Services

Date: _____

By: _____
Ken Sra, Director
Sutter County General Services

Date: _____

APPROVED AS TO FORM:

By: _____
Office of Sutter County Counsel

COUNTY OF PLUMAS

By: Sharon R. Sousa, LMFT
Sharon Sousa, LMFT Director
Plumas County Behavioral Health

Date: 04/30/2024

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

Date: _____

ATTEST:

By: _____
Allen Hiskey, Clerk of the Board
Plumas County Board of Supervisors

Approved as to form:

Craig Settemire
Craig Settemire
Counsel



**PLUMAS COUNTY
AGRICULTURE/WEIGHTS & MEASURES
DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Margaret Bailey, Agricultural Standards Management Analyst I
MEETING DATE: May 14, 2024
SUBJECT: Approve and authorize transfer of Fixed Asset - 2006 Chevrolet Colorado Vin 1GCDT196568259583 from Plumas County Agriculture/Weights & Measures' 20425 to Plumas County Fair Grounds 20190; effective 05/14/24.

Recommendation:

Approve and authorize transfer of Fixed Asset - 2006 Chevrolet Colorado Vin 1GCDT196568259583 from Plumas County Agriculture/Weights & Measures' 20425 to Plumas County Fair Grounds 20190; effective 05/14/24.

Background and Discussion:

It is a vehicle no longer needed by the Agriculture Department and the Fairgrounds requested it.

Action:

Approve and authorize transfer of Fixed Asset - 2006 Chevrolet Colorado Vin 1GCDT196568259583 from Plumas County Agriculture/Weights & Measures' 20425 to Plumas County Fair Grounds 20190; effective 05/14/24.

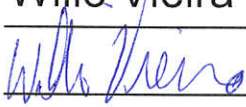
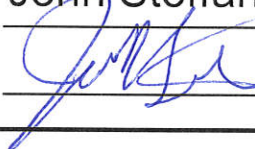
Fiscal Impact:

No General Fund Impact

Attachments:

1. Colorado 2006 fixed Asset Change Form
2. Colorado 2006

PLUMAS COUNTY AUDITOR - CONTROLLER
FIXED ASSET
CHANGE FORM

Reason for Change (Check one)		<input checked="checked" type="checkbox"/> Transfer	<input type="checkbox"/> Sold	<input type="checkbox"/> Discarded
		<input type="checkbox"/> Donated	<input type="checkbox"/> Other _____	
Current Department Number	20425	New Department Number	20190	
Current Department Name	Agriculture Weights & Measures	New Department Name	Fair	
Date Acquired	04/06/2006	Date of Change	05/14/24	
Current Location of Asset	208 Fairgrounds rd	New Location of Asset	208 Fairgrounds rd	
Total Asset Cost	18,841.25	Sold Amount	0	
Description of Asset 2006 Chevrolet Colorado extended cab				
Serial Number	vin#1GCDT196568259583			
Date Presented to the Board of Supervisors _____ Include copy of the BOS minutes				
Current Department Head Name (printed)	Willo Vieira			
Current Department Head (signature)				
New Department Head Name (printed)	John Steffanic			
New Department Head (signature)				
Auditor Office Only				
Asset Number	_____			
Asset Cost	_____	Accumulated Depreciation	_____	

Chevrolet Colorado

License Plate Number: 1165785

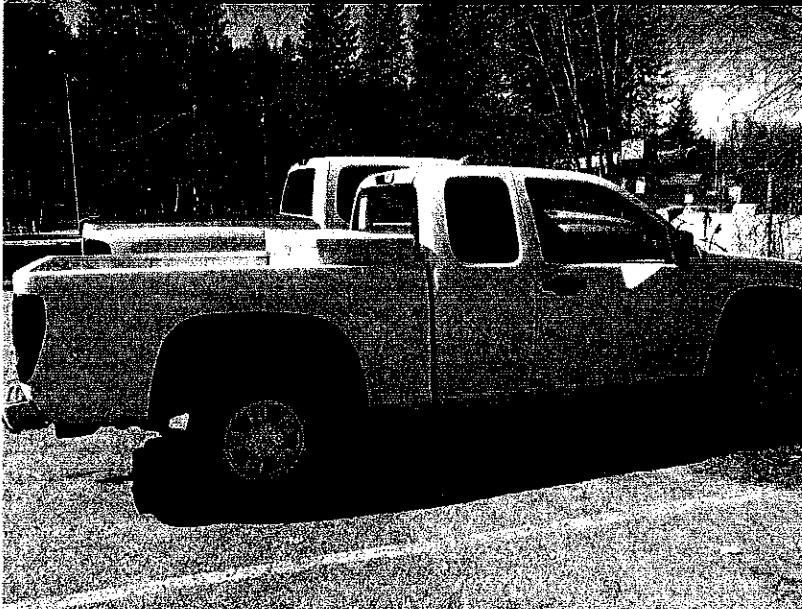
Vin Number: 1GCDT196568259583

Year: 2006

Make/ Model: Chevrolet Colorado extended cab

Other Information: Chrome Diamond Plate tool box, no county seal 3.5L inline 5 cylinder engine

Pictures:







**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Jeremy Beatley, Operations Sergeant
MEETING DATE: May 14, 2024
SUBJECT: Approve and authorize Sheriff's Office to recruit and fill 1 funded, vacant Animal Shelter Attendant Extra Help position; (General Fund Impact) as approved in (FY23/24) budget.

Recommendation:

Approve and authorize Sheriff's Office to recruit and fill 1 funded, vacant Animal Shelter Attendant Extra Help position; (General Fund Impact) as approved in (FY23/24) budget.

Background and Discussion:

In order to feed and care for the Animal Shelter animals on weekends and holidays when AC officers are off duty and avoid the high cost of overtime. This is an extra help part time position that will not exceed 29 hours.

Action:

Approve and authorize Sheriff's Office to recruit and fill 1 funded, vacant Animal Shelter Attendant Extra Help position; (General Fund Impact) as approved in (FY23/24) budget.

Fiscal Impact:

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

Attachments:

1. Animal Shelter Attendant_202210141606467939

ANIMAL SHELTER ATTENDANT

DEFINITION

Under supervision, to perform all necessary work in maintaining the County Animal Shelter facility in a clean and sanitary condition; to monitor the physical condition of all animals being held at the shelter; to assist with the care, feeding and placement of animals at the shelter; and to perform related duties as required.

EXAMPLES OF DUTIES

- Cleans kennels and runs; feeds and waters impounded animals.
- Assists with euthanizing of animals.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Proper care and feeding of domestic animals
- Diseases and symptoms common to animals.

Ability to:

- Recognize abnormal animal behavior.
- Follow oral and written instructions.
- Establish and maintain effective working relationships with staff and the general public.
- Lift heavy animals and/or equipment.

License or Certificate:

Possession of a valid California Drivers License.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: May 14, 2024

SUBJECT: Approve and authorize Chair to sign Professional Services Agreement for “On-call Environmental Services for Transportation Improvement Projects” between Plumas County Public Works and Stantec Consulting Services, Inc.; No General Fund Impact; approved as to form by County Counsel.

Recommendation:

The Acting Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc. for On-call Environmental Services for Transportation Improvement Projects in the amount of not-to-exceed \$830,000.

Background and Discussion:

The County of Plumas, through its Department of Public Works, participates in Regional, State and Federal programs in a manner similar to other County agencies throughout the State that are recipient of State and/or Federal Highway funds. The Department of Public Works requires qualified environmental consulting firms with experience in environmental studies, opinions and assessments.

Services may include, but are not limited to guidance and assistance with the preparation of all required environmental impact documentation (including Preliminary Environmental Studies associated with Caltrans Local Assistance Procedures, CEQA and NEPA documents).

The project contract shall include a base contract. The specific scope of work for each task or project will be identified and established in the future, and with specific work to be accomplished through the issuance of individual Task Orders, which include the specific Scope of Work, a not-to-exceed Fee Amount and a Timetable of Deliverables for each Task.

The Plumas County Public Works Department has secured funding for environmental consulting work for over a dozen bridge projects and numerous emergency road repair and drainage improvements projects.

The proposed agreement is for a term of three (3) years and the total of all Task Orders is not to exceed \$830,000. The selection of Stantec Consulting Services, Inc. as the most highly qualified firm represents the culmination of the consultant selection process which began January 26, 2024 with the call for Statements of Qualifications. Five (5) firms submitted proposals which were reviewed and evaluated by a selection committee in March 2024.

The selection committee, appointed by the Public Works Director, was comprised of three members of the Engineering Division of Public Works.

The work slated to be performed by this Agreement will be funded primarily from State and Federal Local Assistance program. All work performed under this agreement will be for projects which are included within the Department of Public Works budget.

Action:

Approve and authorize Chair to sign Professional Services Agreement for “On-call Environmental Services for Transportation Improvement Projects” between Plumas County Public Works and Stantec Consulting Services, Inc.; No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact.

Attachments:

1. Stantec-Contract

ON-CALL ENVIRONMENTAL CONSULTING SERVICES AGREEMENT
(For Local Assistance Federal-Aid Projects)

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
STANTEC CONSULTING SERVICES, INC.

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Wirt Lanning
The name of the "LOCAL AGENCY" is as follows:
PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

The Contract Administrator for LOCAL AGENCY will be Rob Thorman

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated 3/25/24. The approved CONSULTANT's Cost Proposal is attached hereto Attachment 1 and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of the LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against the LOCAL AGENCY, based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from the LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

Guidance and assistance with the preparation of all required environmental impact documentation(including Preliminary Environmental Studies associated with Caltrans Local Assistance Procedures, CEQA and NEPA documents.

Various Environmental Studies.

Preparation and/or peer review of technical environmental reports and analyses (biological studies, botanical studies, wetland delineations, archaeological reports, etc.).

Assist County staff in the preparation of permit applications for State and Federal agencies including but not limited to: Corps of Engineers, Regional Water Quality Control Board, Department of Fish and Game, U.S. Fish and Wildlife, and the U.S. Forest Service.

- B. Right of Way
Right of Way needs and requirements are to be determined and shown by CONSULTANT.
- C. Surveys
The CONSULTANT has the responsibility for performing preliminary surveys.
- D. Subsurface Investigations
Shorings or other specialized services are to be made by others under the supervision of CONSULTANT, under appropriate provisions to be incorporated. Archaeological testing and data recovery guidance are in the Standard Environmental Reference.
- E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.
- F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.
- G. Checking Shop Drawings
Shop drawing review services to be provided by CONSULTANT per the attached rate sheet.
- H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.
- I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

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J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on 4/16/24, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on 4/16/27, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.

INTENTIONALLY LEFT BLANK

- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
Contract Administrator: Rob Thorman
1834 E Main St - Quincy, CA 95971
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$380,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.



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ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by the LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and the LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to the LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

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Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

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Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
 1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 14% . Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. **A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.**

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. **A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.**
- I. **If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work**

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that 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 LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.



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- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of the LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, the LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to the LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to the LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by the LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the LOCAL AGENCY without restriction or limitation upon its use or dissemination by the LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by the LOCAL AGENCY for another project or project location shall be at the LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, County's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.]

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

STANTEC CONSULTING SERVICES, INC.

Wirt Lanning, Project Manager

376 Hartnell Ave - Suite B

Redding, CA 96002

LOCAL AGENCY:

PLUMAS COUNTY DEPT OF PUBLIC WORKS

Rob Thorman, Contract Administrator

1834 E Main St

Quincy, CA 95971

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

CONTRACTOR:

Stantec Consulting Services, Inc.,
a California Corporation

By: Lanning, Wirt Digitally signed by Lanning, Wirt
Date: 2024.04.25 14:09:16 -07'00'

Name: Wirt Lanning
Title: Senior Principal
Date Signed: _____

By: Wuestehube, Mark Digitally signed by Wuestehube,
Mark
Date: 2024.04.25 14:04:48 -07'00'

Name: Mark Wuestehube
Title: Principal
Date Signed: _____

COUNTY:

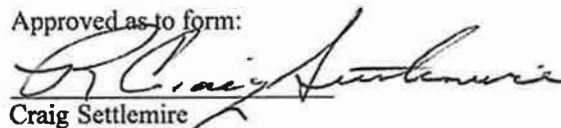
County of Plumas, a political subdivision of the
State of California

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

ATTEST:

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

Approved as to form:



Craig Settlemyre
Counsel

ATTACHMENT 1
COST PROPOSAL / RATE SHEET

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed
Consultant: Stantec Consulting Services Inc.

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Plumas County DPW On-Call ES Contract No. Participation Amount \$ N/A Date: 4/8/2024

	Fringe Benefit	G&A	Overhead	
For Home Office Rate	33.08% +	115.30% +	11.10% =	Home 159.48%
For Field Office Rate	24.52% +	83.08% +	9.24% =	Field 116.84%
For Combined Rate	32.360% +	10.940% +	112.580% =	Combined 155.88%

Fee	=	12%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Wirt Lanning Senior Principal Role - Project Director Exempt	\$ 239.73	N/A	4/1/2024	12/31/2024		\$ 83.65	N/A
	\$ 251.72	N/A	1/1/2025	12/31/2025	5.00%	\$ 87.83	\$ -
	\$ 264.30	N/A	1/1/2026	12/31/2026	5.00%	\$ 92.22	\$ -
	\$ 277.52	N/A	1/1/2027	12/31/2027	5.00%	\$ 96.84	\$ -
	\$ 291.39	N/A	1/1/2028	12/31/2028	5.00%	\$ 101.68	\$ -
Mark Wuestehube Principal Role - Project Manager; CEQA/NEPA; Permits Exempt	\$ 211.50	N/A	4/1/2024	12/31/2024		\$ 73.80	N/A
	\$ 222.08	N/A	1/1/2025	12/31/2025	5.00%	\$ 77.49	\$ -
	\$ 233.18	N/A	1/1/2026	12/31/2026	5.00%	\$ 81.36	\$ -
	\$ 244.84	N/A	1/1/2027	12/31/2027	5.00%	\$ 85.43	\$ -
	\$ 257.08	N/A	1/1/2028	12/31/2028	5.00%	\$ 89.70	\$ -
Alisa Reynolds Senior Principal Role - Cultural Resources Lead	\$ 260.79	N/A	4/1/2024	12/31/2024		\$ 91.00	N/A
	\$ 273.83	N/A	1/1/2025	12/31/2025	5.00%	\$ 95.55	\$ -
	\$ 287.52	N/A	1/1/2026	12/31/2026	5.00%	\$ 100.33	\$ -
	\$ 301.90	N/A	1/1/2027	12/31/2027	5.00%	\$ 105.34	\$ -

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed
Consultant: Stantec Consulting Services Inc.

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Plumas County DPW On-Call ES Contract No. Participation Amount \$ N/A Date: 4/8/2024

	Fringe Benefit	G&A	Overhead	
For Home Office Rate	33.08%	+ 115.30%	+ 11.10%	= Home 159.48%
For Field Office Rate	24.52%	+ 83.08%	+ 9.24%	= Field 116.84%
For Combined Rate	32.360%	+ 10.940%	+ 112.580%	= Combined 155.88%

	Fee	=	12%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Exempt	\$ 317.00	N/A	1/1/2028	12/31/2028	5.00%	\$ 110.61	\$ - - \$ -
Connie MacGregor Associate Planner Role - CEQA/NEPA and Permitting Lead	\$ 168.08	N/A	4/1/2024	12/31/2024		\$ 58.65	N/A
	\$ 176.49	N/A	1/1/2025	12/31/2025	5.00%	\$ 61.58	\$ - - \$ -
	\$ 185.31	N/A	1/1/2026	12/31/2026	5.00%	\$ 64.66	\$ - - \$ -
	\$ 194.58	N/A	1/1/2027	12/31/2027	5.00%	\$ 67.89	\$ - - \$ -
Exempt	\$ 204.31	N/A	1/1/2028	12/31/2028	5.00%	\$ 71.29	\$ - - \$ -
Neil Doran Principal Geologist Role - Hazardous Materials Lead	\$ 231.30	N/A	4/1/2024	12/31/2024		\$ 80.71	N/A
	\$ 242.87	N/A	1/1/2025	12/31/2025	5.00%	\$ 84.75	\$ - - \$ -
	\$ 255.01	N/A	1/1/2026	12/31/2026	5.00%	\$ 88.98	\$ - - \$ -
	\$ 267.76	N/A	1/1/2027	12/31/2027	5.00%	\$ 93.43	\$ - - \$ -
Non-Exempt	\$ 281.15	N/A	1/1/2028	12/31/2028	5.00%	\$ 98.10	\$ - - \$ -
Sarah Tona Senior Biologist Role - Wetlands/Botanical Lead	\$ 137.48	N/A	4/1/2024	12/31/2024		\$ 47.97	N/A
	\$ 144.35	N/A	1/1/2025	12/31/2025	5.00%	\$ 50.37	\$ - - \$ -
	\$ 151.57	N/A	1/1/2026	12/31/2026	5.00%	\$ 52.89	\$ - - \$ -

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed
Consultant: Stantec Consulting Services Inc.

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Plumas County DPW On-Call ES Contract No. Participation Amount \$ N/A Date: 4/8/2024

	Fringe Benefit	G&A	Overhead	
For Home Office Rate	33.08% +	115.30% +	11.10% =	Home 159.48%
For Field Office Rate	24.52% +	83.08% +	9.24% =	Field 116.84%
For Combined Rate	32.360% +	10.940% +	112.580% =	Combined 155.88%

Fee	=	12%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Non-Exempt	\$ 159.14	N/A	1/1/2027	12/31/2027	5.00%	\$ 55.53	\$ - - \$ -
	\$ 167.10	N/A	1/1/2028	12/31/2028	5.00%	\$ 58.31	\$ - - \$ -
Chariss Femino Senior Associate Biologist Role - Terrestrial Biology/Lead	\$ 127.22	N/A	4/1/2024	12/31/2024		\$ 44.39	N/A
	\$ 133.58	N/A	1/1/2025	12/31/2025	5.00%	\$ 46.61	\$ - - \$ -
	\$ 140.25	N/A	1/1/2026	12/31/2026	5.00%	\$ 48.94	\$ - - \$ -
	\$ 147.27	N/A	1/1/2027	12/31/2027	5.00%	\$ 51.39	\$ - - \$ -
	\$ 154.63	N/A	1/1/2028	12/31/2028	5.00%	\$ 53.96	\$ - - \$ -
Non-Exempt			4/1/2024	12/31/2024		\$ 39.74	N/A
David Pluth Associate Biologist Role - Aquatic Biology Lead	\$ 113.89	N/A	1/1/2025	12/31/2025	5.00%	\$ 41.73	\$ - - \$ -
	\$ 119.58	N/A	1/1/2026	12/31/2026	5.00%	\$ 43.81	\$ - - \$ -
	\$ 125.56	N/A	1/1/2027	12/31/2027	5.00%	\$ 46.00	\$ - - \$ -
	\$ 131.84	N/A	1/1/2028	12/31/2028	5.00%	\$ 48.30	\$ - - \$ -
Non-Exempt	\$ 138.43	N/A	4/1/2024	12/31/2024		\$ 38.91	N/A
Sylvia Langford Technical Editor	\$ 111.51	N/A	1/1/2025	12/31/2025	5.00%	\$ 40.86	\$ - - \$ -

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed
Consultant: Stantec Consulting Services Inc.

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Plumas County DPW On-Call ES

Contract No.

Participation Amount \$ N/A

Date: 4/8/2024

	Fringe Benefit	G&A	Overhead	
For Home Office Rate	33.08% +	115.30% +	11.10% =	Home 159.48%
For Field Office Rate	24.52% +	83.08% +	9.24% =	Field 116.84%
For Combined Rate	32.360% +	10.940% +	112.580% =	Combined 155.88%

Fee = 12%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Role - Technical Editing	\$ 122.94	N/A	1/1/2026	12/31/2026	5.00%	\$ 42.90	\$ - - \$ -
Non-Exempt	\$ 129.09	N/A	1/1/2027	12/31/2027	5.00%	\$ 45.04	\$ - - \$ -
	\$ 135.54	N/A	1/1/2028	12/31/2028	5.00%	\$ 47.30	\$ - - \$ -
	\$ 287.39	N/A	4/1/2024	12/31/2024		\$ 100.28	\$ 92.19 - \$ 107.18
Senior Principal	\$ 301.76	N/A	1/1/2025	12/31/2025	5.00%	\$ 105.29	\$ 96.80 - \$ 112.54
Engineer/Scientist/Planner/Consultant	\$ 316.85	N/A	1/1/2026	12/31/2026	5.00%	\$ 110.56	\$ 101.64 - \$ 118.17
	\$ 332.69	N/A	1/1/2027	12/31/2027	5.00%	\$ 116.09	\$ 106.72 - \$ 124.07
	\$ 349.32	N/A	1/1/2028	12/31/2028	5.00%	\$ 121.89	\$ 112.06 - \$ 130.28
Exempt	\$ 246.29	N/A	4/1/2024	12/31/2024		\$ 85.94	\$ 79.69 - \$ 92.18
Principal Engineer	\$ 258.61	N/A	1/1/2025	12/31/2025	5.00%	\$ 90.24	\$ 83.67 - \$ 96.79
Engineer/Scientist/Planner/Consultant	\$ 271.54	N/A	1/1/2026	12/31/2026	5.00%	\$ 94.75	\$ 87.86 - \$ 101.63
	\$ 285.11	N/A	1/1/2027	12/31/2027	5.00%	\$ 99.49	\$ 92.25 - \$ 106.71
	\$ 299.37	N/A	1/1/2028	12/31/2028	5.00%	\$ 104.46	\$ 96.86 - \$ 112.05
Exempt	\$ 214.05	N/A	4/1/2024	12/31/2024		\$ 74.69	\$ 69.69 - \$ 79.68
Senior Associate II							

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed
Consultant: Stantec Consulting Services Inc.

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Plumas County DPW On-Call ES

Contract No.

Participation Amount \$ N/A

Date: 4/8/2024

	Fringe Benefit	G&A	Overhead	
For Home Office Rate	33.08% +	115.30% +	11.10% =	Home 159.48%
For Field Office Rate	24.52% +	83.08% +	9.24% =	Field 116.84%
For Combined Rate	32.360% +	10.940% +	112.580% =	Combined 155.88%
Fee				= 12%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Engineer/Scientist/Planner/Consultant	\$ 224.75	N/A	1/1/2025	12/31/2025	5.00%	\$ 78.42	\$ 73.17 - \$ 83.66
	\$ 235.99	N/A	1/1/2026	12/31/2026	5.00%	\$ 82.35	\$ 76.83 - \$ 87.85
	\$ 247.79	N/A	1/1/2027	12/31/2027	5.00%	\$ 86.46	\$ 80.67 - \$ 92.24
	\$ 260.18	N/A	1/1/2028	12/31/2028	5.00%	\$ 90.79	\$ 84.71 - \$ 96.85
Senior Associate I Engineer/Scientist/Planner/Consultant	\$ 187.54	N/A	4/1/2024	12/31/2024		\$ 65.44	\$ 61.19 - \$ 69.68
	\$ 196.92	N/A	1/1/2025	12/31/2025	5.00%	\$ 68.71	\$ 64.25 - \$ 73.16
	\$ 206.76	N/A	1/1/2026	12/31/2026	5.00%	\$ 72.15	\$ 67.46 - \$ 76.82
	\$ 217.10	N/A	1/1/2027	12/31/2027	5.00%	\$ 75.75	\$ 70.84 - \$ 80.66
Exempt	\$ 227.96	N/A	1/1/2028	12/31/2028	5.00%	\$ 79.54	\$ 74.38 - \$ 84.70
	\$ 168.08	N/A	4/1/2024	12/31/2024		\$ 58.65	\$ 53.69 - \$ 61.18
	\$ 176.49	N/A	1/1/2025	12/31/2025	5.00%	\$ 61.58	\$ 56.37 - \$ 64.24
	\$ 185.31	N/A	1/1/2026	12/31/2026	5.00%	\$ 64.66	\$ 59.19 - \$ 67.45
Associate III Engineer/Scientist/Planner/Consultant	\$ 194.58	N/A	1/1/2027	12/31/2027	5.00%	\$ 67.89	\$ 62.15 - \$ 70.82
	\$ 204.31	N/A	1/1/2028	12/31/2028	5.00%	\$ 71.29	\$ 65.26 - \$ 74.36

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed
Consultant: Stantec Consulting Services Inc.

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Plumas County DPW On-Call ES Contract No. Participation Amount \$ N/A Date: 4/8/2024

	Fringe Benefit	G&A	Overhead	
For Home Office Rate	33.08% +	115.30% +	11.10% =	Home 159.48%
For Field Office Rate	24.52% +	83.08% +	9.24% =	Field 116.84%
For Combined Rate	32.360% +	10.940% +	112.580% =	Combined 155.88%

Fee	=	12%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Associate II Engineer/Scientist/Planner/Consultant Exempt	\$ 145.27	N/A	4/1/2024	12/31/2024		\$ 50.69	\$ 47.69 - \$ 53.68
	\$ 152.53	N/A	1/1/2025	12/31/2025	5.00%	\$ 53.22	\$ 50.07 - \$ 56.36
	\$ 160.16	N/A	1/1/2026	12/31/2026	5.00%	\$ 55.89	\$ 52.58 - \$ 59.18
	\$ 168.17	N/A	1/1/2027	12/31/2027	5.00%	\$ 58.68	\$ 55.21 - \$ 62.14
	\$ 176.58	N/A	1/1/2028	12/31/2028	5.00%	\$ 61.61	\$ 57.97 - \$ 65.25
Associate I Engineer/Scientist/Planner/Consultant Exempt/Non-Exempt	\$ 129.51	N/A	4/1/2024	12/31/2024		\$ 45.19	\$ 42.69 - \$ 47.68
	\$ 135.98	N/A	1/1/2025	12/31/2025	5.00%	\$ 47.45	\$ 44.82 - \$ 50.06
	\$ 142.78	N/A	1/1/2026	12/31/2026	5.00%	\$ 49.82	\$ 47.07 - \$ 52.57
	\$ 149.92	N/A	1/1/2027	12/31/2027	5.00%	\$ 52.31	\$ 49.42 - \$ 55.20
	\$ 157.42	N/A	1/1/2028	12/31/2028	5.00%	\$ 54.93	\$ 51.89 - \$ 57.96
Staff III Engineer/Scientist/Planner/Consultant	\$ 116.61	N/A	4/1/2024	12/31/2024		\$ 40.69	\$ 38.69 - \$ 42.68
	\$ 122.44	N/A	1/1/2025	12/31/2025	5.00%	\$ 42.72	\$ 40.62 - \$ 44.81
	\$ 128.56	N/A	1/1/2026	12/31/2026	5.00%	\$ 44.86	\$ 42.66 - \$ 47.05
	\$ 134.99	N/A	1/1/2027	12/31/2027	5.00%	\$ 47.10	\$ 44.79 - \$ 49.41

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed
Consultant: Stantec Consulting Services Inc.

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Plumas County DPW On-Call ES Contract No. Participation Amount \$ N/A Date: 4/8/2024

	Fringe Benefit	G&A	Overhead	
For Home Office Rate	33.08% +	115.30% +	11.10% =	Home 159.48%
For Field Office Rate	24.52% +	83.08% +	9.24% =	Field 116.84%
For Combined Rate	32.360% +	10.940% +	112.580% =	Combined 155.88%

Fee	=	12%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Exempt/Non-Exempt	\$ 141.74	N/A	1/1/2028	12/31/2028	5.00%	\$ 49.46	\$ 47.03 - \$ 51.88
Staff II Engineer/Scientist/Planner/Consultant	\$ 105.86	N/A	4/1/2024	12/31/2024		\$ 36.94	\$ 35.19 - \$ 38.68
	\$ 111.16	N/A	1/1/2025	12/31/2025	5.00%	\$ 38.79	\$ 36.95 - \$ 40.61
	\$ 116.72	N/A	1/1/2026	12/31/2026	5.00%	\$ 40.73	\$ 38.80 - \$ 42.64
	\$ 122.55	N/A	1/1/2027	12/31/2027	5.00%	\$ 42.76	\$ 40.74 - \$ 44.78
Exempt/Non-Exempt	\$ 128.68	N/A	1/1/2028	12/31/2028	5.00%	\$ 44.90	\$ 42.77 - \$ 47.02
Staff I Engineer/Scientist/Planner/Consultant	\$ 96.55	N/A	4/1/2024	12/31/2024		\$ 33.69	\$ 32.19 - \$ 35.18
	\$ 101.38	N/A	1/1/2025	12/31/2025	5.00%	\$ 35.37	\$ 33.80 - \$ 36.94
	\$ 106.45	N/A	1/1/2026	12/31/2026	5.00%	\$ 37.14	\$ 35.49 - \$ 38.79
	\$ 111.77	N/A	1/1/2027	12/31/2027	5.00%	\$ 39.00	\$ 37.26 - \$ 40.73
Exempt/Non-Exempt	\$ 117.36	N/A	1/1/2028	12/31/2028	5.00%	\$ 40.95	\$ 39.13 - \$ 42.76
Technician III Engineer/Scientist/Planner/Consultant	\$ 87.95	N/A	4/1/2024	12/31/2024		\$ 30.69	\$ 29.19 - \$ 32.18
	\$ 92.35	N/A	1/1/2025	12/31/2025	5.00%	\$ 32.22	\$ 30.65 - \$ 33.79
	\$ 96.97	N/A	1/1/2026	12/31/2026	5.00%	\$ 33.84	\$ 32.18 - \$ 35.48

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed
Consultant: Stantec Consulting Services Inc.

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Plumas County DPW On-Call ES Contract No. Participation Amount \$ N/A Date: 4/8/2024

	Fringe Benefit	G&A	Overhead	
For Home Office Rate	33.08%	115.30%	11.10%	Home 159.48%
For Field Office Rate	24.52%	83.08%	9.24%	Field 116.84%
For Combined Rate	32.360%	10.940%	112.580%	Combined 155.88%

Fee	=	12%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Exempt/Non-Exempt	\$ 101.82	N/A	1/1/2027	12/31/2027	5.00%	\$ 35.53	\$ 33.79 - \$ 37.25
	\$ 106.91	N/A	1/1/2028	12/31/2028	5.00%	\$ 37.30	\$ 35.48 - \$ 39.11
Technician II	\$ 80.07	N/A	4/1/2024	12/31/2024		\$ 27.94	\$ 26.69 - \$ 29.18
Engineer/Scientist/Planner/Consultant	\$ 84.08	N/A	1/1/2025	12/31/2025	5.00%	\$ 29.34	\$ 28.02 - \$ 30.64
	\$ 88.28	N/A	1/1/2026	12/31/2026	5.00%	\$ 30.80	\$ 29.43 - \$ 32.17
Exempt	\$ 92.69	N/A	1/1/2027	12/31/2027	5.00%	\$ 32.34	\$ 30.90 - \$ 33.78
	\$ 97.33	N/A	1/1/2028	12/31/2028	5.00%	\$ 33.96	\$ 32.44 - \$ 35.47
Technician I	\$ 72.88	N/A	4/1/2024	12/31/2024		\$ 25.43	\$ 24.18 - \$ 26.68
Engineer/Scientist/Planner/Consultant	\$ 76.52	N/A	1/1/2025	12/31/2025	5.00%	\$ 26.70	\$ 25.39 - \$ 28.01
	\$ 80.35	N/A	1/1/2026	12/31/2026	5.00%	\$ 28.04	\$ 26.66 - \$ 29.41
	\$ 84.37	N/A	1/1/2027	12/31/2027	5.00%	\$ 29.44	\$ 27.99 - \$ 30.89
Exempt	\$ 88.58	N/A	1/1/2028	12/31/2028	5.00%	\$ 30.91	\$ 29.39 - \$ 32.43
Clerical/Tech. Editor	\$ 120.39	N/A	4/1/2024	12/31/2024		\$ 42.01	\$ 38.26 - \$ 45.75
	\$ 126.41	N/A	1/1/2025	12/31/2025	5.00%	\$ 44.11	\$ 40.17 - \$ 48.04

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Stantec Consulting Services Inc.

☒ Prime Consultant

 ☐ Subconsultant

 ☐ 2nd Tier Subconsultant

Project No. Plumas County DPW On-Call ES

Contract No.

Participation Amount \$ N/A

Date: 4/8/2024

	Fringe Benefit	G&A	Overhead	
For Home Office Rate	33.08% +	115.30% +	11.10% =	Home 159.48%
For Field Office Rate	24.52% +	83.08% +	9.24% =	Field 116.84%
For Combined Rate	32.360% +	10.940% +	112.580% =	Combined 155.88%

Fee	=	12%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Exempt/Non-Exempt	\$ 132.74	N/A	1/1/2026	12/31/2026	5.00%	\$ 46.32	\$ 42.18 - \$ 50.44
	\$ 139.37	N/A	1/1/2027	12/31/2027	5.00%	\$ 48.63	\$ 44.29 - \$ 52.96
	\$ 146.34	N/A	1/1/2028	12/31/2028	5.00%	\$ 51.06	\$ 46.51 - \$ 55.61
Administrative Assistant	\$ 65.91	N/A	4/1/2024	12/31/2024		\$ 23.00	\$ 9.00 - \$ 37.00
	\$ 69.21	N/A	1/1/2025	12/31/2025	5.00%	\$ 24.15	\$ 9.45 - \$ 38.85
	\$ 72.67	N/A	1/1/2026	12/31/2026	5.00%	\$ 25.36	\$ 9.92 - \$ 40.79
Non-Exempt	\$ 76.30	N/A	1/1/2027	12/31/2027	5.00%	\$ 26.63	\$ 10.42 - \$ 42.83
	\$ 80.12	N/A	1/1/2028	12/31/2028	5.00%	\$ 27.96	\$ 10.94 - \$ 44.97

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

• Denote all employees subject to prevailing wage with an asterisks (*)

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed
Consultant: Stantec Consulting Services Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. Plumas County DPW On-Call ES

Contract No.

Participation Amount \$ N/A

Date: 4/8/2024

	Fringe Benefit	G&A	Overhead		
For Home Office Rate	33.08%	+	115.30%	+	11.10% = Home 159.48%
For Field Office Rate	24.52%	+	83.08%	+	9.24% = Field 116.84%
For Combined Rate	32.360%	+	10.940%	+	112.580% = Combined 155.88%

Fee	=	12%
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BILLING INFORMATION				CALCULATION INFORMATION		
Name/Classification	Loaded Hourly Billing Rates		Effective Date of Rate	Hourly Rate	% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate
	Straight	Overtime				
			From	To		Hourly Range for Class

* For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H2 COST PROPOSAL

Consultant: Stantec Consulting Services Inc.

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Date: 3/27/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost Current IRS Rate	Total
Mileage Costs	1		TBD	
Equipment Rental and Supplies	1		At Cost	TBD
Permit Fees	1		At Cost	TBD
Travel				
A. Tolls	1		At Cost	TBD
B. Parking	1		At Cost	TBD
C. Rental Vehicle and Gas	1		At Cost	TBD
D. Lodging	1		At Cost	TBD
E. Meals	1		At Cost	TBD
F. Other Incidentals	1		At Cost	TBD
Document Production				
A. Color: 8 1/2 x 11 / 11 x 17 (internal)	1		\$0.25 / \$0.50	TBD
B. Color: 8 1/2 x 11 / 11 x 17 (internal)	1		\$0.05 / \$0.10	TBD
C. Printing (outside services)	1		At Cost	TBD
D. Postage/Shipping	1		At Cost	TBD
Subconsultant 1: Area West Environmental, Inc.				TBD
Subconsultant 2: Earthview Science				TBD
Subconsultant 3: JRP Historical Consulting Inc.				TBD
Subconsultant 4:			\$	-
Subconsultant 5:			\$	-

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Area West Environmental, Inc.		Prime Consultant	Subconsultant X	2nd Tier Subconsultant
Project No. tbid	Contract No. tbid	Participation Amount		Date 4/8/2024
On-Call Environmental Consulting Services for Miscellaneous Public Works and Road Improvement Projects				
For Combined Rate	Fringe % 46.28%	Overhead % 109.11%	G&A % 0.00%	Combined ICR % 155.39%
	+	+	=	
OR				
For Home Office Rate	Fringe %	Overhead %	G&A %	Home Office ICR % 0.00%
	+	+	=	
For Field Office Rate	Fringe %	Overhead %	G&A %	Field Office ICR % 0.00%
	+	+	=	
Fee =				12%
% Increase =				5.0%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Straight ³	Hourly Billing Rates ²		Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
		OT(1.5x)	OT(2x)	From	To			
Aiken, Mikhela W. <i>Technician</i>	\$85.81	\$128.72	\$171.62	1/1/2024	12/31/2024	\$30.00	5.0%	Not Applicable
<i>Analyst</i>	\$90.10	\$135.15	\$180.20	1/1/2025	12/31/2025	\$31.50	5.0%	
	\$94.61	\$141.91	\$189.21	1/1/2026	12/31/2026	\$33.08	5.0%	
	\$99.34	\$149.01	\$198.67	1/1/2027	12/31/2027	\$34.73	5.0%	
<i>Hire Date: 11/28/2018</i>	\$104.30	\$156.46	\$208.61	1/1/2028	12/31/2028	\$36.47	5.0%	
Non-Exempt								
Bailey, Mary L. <i>Archaeologist III/Cultural Resources Specialist</i>	\$171.62	\$257.43	\$343.24	1/1/2024	12/31/2024	\$60.00	5.0%	Not Applicable
<i>Senior Scientist</i>	\$180.20	\$270.30	\$360.41	1/1/2025	12/31/2025	\$63.00	5.0%	
	\$189.21	\$283.82	\$378.43	1/1/2026	12/31/2026	\$66.15	5.0%	
	\$198.67	\$298.01	\$397.35	1/1/2027	12/31/2027	\$69.46	5.0%	
<i>Hire Date: 06/05/2012</i>	\$208.61	\$312.91	\$417.22	1/1/2028	12/31/2028	\$72.93	5.0%	
Non-Exempt								
Brown, Elizabeth L. <i>Technician</i>	\$80.09	\$120.14	\$160.18	1/1/2024	12/31/2024	\$28.00	5.0%	Not Applicable
<i>Analyst</i>	\$84.09	\$126.14	\$168.19	1/1/2025	12/31/2025	\$29.40	5.0%	
	\$88.30	\$132.45	\$176.60	1/1/2026	12/31/2026	\$30.87	5.0%	
	\$92.71	\$139.07	\$185.43	1/1/2027	12/31/2027	\$32.41	5.0%	
<i>Hire Date: 03/15/2019</i>	\$97.35	\$146.03	\$194.70	1/1/2028	12/31/2028	\$34.03	5.0%	
Non-Exempt								
Church, Amanda J. <i>Project Accountant I</i>	\$91.53	N/A	N/A	1/1/2024	12/31/2024	\$32.00	5.0%	Not Applicable
<i>Analyst</i>	\$96.11	N/A	N/A	1/1/2025	12/31/2025	\$33.60	5.0%	
	\$100.91	N/A	N/A	1/1/2026	12/31/2026	\$35.28	5.0%	
	\$105.96	N/A	N/A	1/1/2027	12/31/2027	\$37.04	5.0%	

BILLING INFORMATION			CALCULATION INFORMATION			
Name/Job Title/Classification ¹	Straight ³	Hourly Billing Rates ² OT(1.5x) OT(2x)	Effective Date of Hourly Rate From To	Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
<i>Hire Date: 7/11/2022</i> Exempt	\$111.26	N/A N/A	1/1/2028 12/31/2028	\$38.90	5.0%	
Dour-Smith, Aimee A. <i>CEQA/NEPA Specialist</i>	\$190.33	\$285.49	1/1/2024 12/31/2024	\$66.54	5.0%	Not Applicable
	\$199.85	\$299.77	1/1/2025 12/31/2025	\$69.87	5.0%	
<i>Senior Scientist</i>	\$209.84	\$314.76	1/1/2026 12/31/2026	\$73.36	5.0%	
	\$220.33	\$330.49	1/1/2027 12/31/2027	\$77.03	5.0%	
<i>Hire Date: 02/14/2012</i> Non-Exempt	\$231.35	\$347.02	1/1/2028 12/31/2028	\$80.88	5.0%	
Hecox, Jessica A. <i>Technician</i>	\$71.51	\$107.26	1/1/2024 12/31/2024	\$25.00	5.0%	Not Applicable
	\$75.08	\$112.63	1/1/2025 12/31/2025	\$26.25	5.0%	
<i>Analyst</i>	\$78.84	\$118.26	1/1/2026 12/31/2026	\$27.56	5.0%	
	\$82.78	\$124.17	1/1/2027 12/31/2027	\$28.94	5.0%	
<i>Hire Date: 03/04/2024</i> Non-Exempt	\$86.92	\$130.38	1/1/2028 12/31/2028	\$30.39	5.0%	
Hinkley, Christine M. <i>Accounting Lead</i>	\$108.69	N/A	1/1/2024 12/31/2024	\$38.00	5.0%	Not Applicable
	\$114.13	N/A	1/1/2025 12/31/2025	\$39.90	5.0%	
<i>Analyst</i>	\$119.84	N/A	1/1/2026 12/31/2026	\$41.90	5.0%	
	\$125.83	N/A	1/1/2027 12/31/2027	\$43.99	5.0%	
<i>Hire Date: 08/27/2018</i> Exempt	\$132.12	N/A	1/1/2028 12/31/2028	\$46.19	5.0%	
Kodsuntie, Claudia <i>Technician</i>	\$85.81	\$128.72	1/1/2024 12/31/2024	\$30.00	5.0%	Not Applicable
	\$90.10	\$135.15	1/1/2025 12/31/2025	\$31.50	5.0%	
<i>Analyst</i>	\$94.61	\$141.91	1/1/2026 12/31/2026	\$33.08	5.0%	
	\$99.34	\$149.01	1/1/2027 12/31/2027	\$34.73	5.0%	
<i>Hire Date: 07/31/2008</i> Non-Exempt	\$104.30	\$156.46	1/1/2028 12/31/2028	\$36.47	5.0%	
Kodsuntie, Crystal <i>Technician</i>	\$85.81	\$128.72	1/1/2024 12/31/2024	\$30.00	5.0%	Not Applicable
	\$90.10	\$135.15	1/1/2025 12/31/2025	\$31.50	5.0%	
<i>Analyst</i>	\$94.61	\$141.91	1/1/2026 12/31/2026	\$33.08	5.0%	
	\$99.34	\$149.01	1/1/2027 12/31/2027	\$34.73	5.0%	
<i>Hire Date: 07/31/2008</i> Non-Exempt	\$104.30	\$156.46	1/1/2028 12/31/2028	\$36.47	5.0%	
Kodsuntie, Tawatchai <i>Sr. Graphic Designer</i>	\$175.80	N/A	1/1/2024 12/31/2024	\$61.46	5.0%	Not Applicable
	\$184.59	N/A	1/1/2025 12/31/2025	\$64.53	5.0%	
<i>Analyst</i>	\$193.82	N/A	1/1/2026 12/31/2026	\$67.76	5.0%	
	\$203.51	N/A	1/1/2027 12/31/2027	\$71.15	5.0%	
<i>Hire Date: 07/31/2008</i> Exempt	\$213.68	N/A	1/1/2028 12/31/2028	\$74.71	5.0%	
Lavery, Heather R. <i>Technician</i>	\$88.67	\$133.01	1/1/2024 12/31/2024	\$31.00	5.0%	Not Applicable
	\$93.10	\$139.66	1/1/2025 12/31/2025	\$32.55	5.0%	
<i>Analyst</i>	\$97.76	\$146.64	1/1/2026 12/31/2026	\$34.18	5.0%	
	\$102.65	\$153.97	1/1/2027 12/31/2027	\$35.89	5.0%	
<i>Hire Date: 05/01/2023</i>	\$107.78	\$161.67	1/1/2028 12/31/2028	\$37.68	5.0%	

BILLING INFORMATION				CALCULATION INFORMATION			
Name/Job Title/Classification ¹	Straight ³	Hourly Billing Rates ² OT(1.5x) OT(2x)	Effective Date of Hourly Rate From To	Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
Non-Exempt						Not Applicable	
Mays, Kimberly A.	\$102.97	N/A	1/1/2024	\$36.00	5.0%		
Planner III/Project Coordinator	\$108.12	N/A	1/1/2025	\$37.80	5.0%		
Analyst	\$113.53	N/A	1/1/2026	\$39.69	5.0%		
Hire Date: 07/05/2021	\$119.20	N/A	1/1/2027	\$41.67	5.0%		
Exempt	\$125.16	N/A	1/1/2028	\$43.76	5.0%		
McNeill, Kale N.	\$100.11	\$150.17	1/1/2024	\$35.00	5.0%	Not Applicable	
Biologist I	\$105.12	\$157.68	1/1/2025	\$36.75	5.0%		
Analyst	\$110.37	\$165.56	1/1/2026	\$38.59	5.0%		
Hire Date: 05/11/2023	\$115.89	\$173.84	1/1/2027	\$40.52	5.0%		
Non-Exempt	\$121.69	\$182.53	1/1/2028	\$42.54	5.0%		
Mendoza, Ryan J.	\$85.81	\$128.72	1/1/2024	\$30.00	5.0%	Not Applicable	
Biologist I	\$90.10	\$135.15	1/1/2025	\$31.50	5.0%		
Analyst	\$94.61	\$141.91	1/1/2026	\$33.08	5.0%		
Hire Date: 12/11/2023	\$99.34	\$149.01	1/1/2027	\$34.73	5.0%		
Non-Exempt	\$104.30	\$156.46	1/1/2028	\$36.47	5.0%		
Morford, Samantha J.	\$117.28	N/A	1/1/2024	\$41.00	5.0%	Not Applicable	
Biologist III	\$123.14	N/A	1/1/2025	\$43.05	5.0%		
Senior Scientist	\$129.30	N/A	1/1/2026	\$45.20	5.0%		
Hire Date: 12/18/2020	\$135.76	N/A	1/1/2027	\$47.46	5.0%		
Exempt	\$142.55	N/A	1/1/2028	\$49.84	5.0%		
Pertl, Bianca V.	\$72.94	\$109.41	1/1/2024	\$25.50	5.0%	Not Applicable	
Technician	\$76.59	\$114.88	1/1/2025	\$26.78	5.0%		
Analyst	\$80.42	\$120.62	1/1/2026	\$28.11	5.0%		
Hire Date: 06/08/2023	\$84.44	\$126.65	1/1/2027	\$29.52	5.0%		
Non-Exempt	\$88.66	\$132.99	1/1/2028	\$31.00	5.0%		
Prior, Alyssa M.	\$74.37	\$111.55	1/1/2024	\$26.00	5.0%	Not Applicable	
Technician	\$78.09	\$117.13	1/1/2025	\$27.30	5.0%		
Analyst	\$81.99	\$122.99	1/1/2026	\$28.67	5.0%		
Hire Date: 4/30/2021	\$86.09	\$129.14	1/1/2027	\$30.10	5.0%		
Non-Exempt	\$90.40	\$135.60	1/1/2028	\$31.60	5.0%		
Putnam, Evan B.	\$57.21	\$85.81	1/1/2024	\$20.00	5.0%	Not Applicable	
Technician	\$60.07	\$90.10	1/1/2025	\$21.00	5.0%		
Analyst	\$63.07	\$94.61	1/1/2026	\$22.05	5.0%		
Hire Date: 06/19/2022	\$66.22	\$99.34	1/1/2027	\$23.15	5.0%		
Non-Exempt	\$69.54	\$104.30	1/1/2028	\$24.31	5.0%		

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Straight ³	Hourly Billing Rates ²		Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
		OT(1.5x)	OT(2x)	From	To			
Rabbass, Elise C. (Chain)	\$85.81	\$128.72	\$171.62	1/1/2024	12/31/2024	\$30.00		Not Applicable
Biologist I	\$90.10	\$135.15	\$180.20	1/1/2025	12/31/2025	\$31.50	5.0%	
Analyst	\$94.61	\$141.91	\$189.21	1/1/2026	12/31/2026	\$33.08	5.0%	
	\$99.34	\$149.01	\$198.67	1/1/2027	12/31/2027	\$34.73	5.0%	
Hire Date: 08/22/2019	\$104.30	\$156.46	\$208.61	1/1/2028	12/31/2028	\$36.47	5.0%	
Non-Exempt								
Richardson, Arthur L.	\$91.53	\$137.30	\$183.06	1/1/2024	12/31/2024	\$32.00		Not Applicable
Biologist I	\$96.11	\$144.16	\$192.22	1/1/2025	12/31/2025	\$33.60	5.0%	
Analyst	\$100.91	\$151.37	\$201.83	1/1/2026	12/31/2026	\$35.28	5.0%	
	\$105.96	\$158.94	\$211.92	1/1/2027	12/31/2027	\$37.04	5.0%	
Hire Date: 09/21/2011	\$111.26	\$166.89	\$222.51	1/1/2028	12/31/2028	\$38.90	5.0%	
Non-Exempt								
Rogers, Matthew S.	\$117.28	\$175.91	\$234.55	1/1/2024	12/31/2024	\$41.00		Not Applicable
Biologist III	\$123.14	\$184.71	\$246.28	1/1/2025	12/31/2025	\$43.05	5.0%	
Senior Scientist	\$129.30	\$193.94	\$258.59	1/1/2026	12/31/2026	\$45.20	5.0%	
	\$135.76	\$203.64	\$271.52	1/1/2027	12/31/2027	\$47.46	5.0%	
Hire Date: 05/24/2021	\$142.55	\$213.82	\$285.10	1/1/2028	12/31/2028	\$49.84	5.0%	
Non-Exempt								
Rozumowicz-Koduntie, Rebecca J.*	\$218.56	N/A	N/A	1/1/2024	12/31/2024	\$76.41		Not Applicable
Principal/Biological Resources Lead	\$229.49	N/A	N/A	1/1/2025	12/31/2025	\$80.23	5.0%	
	\$240.96	N/A	N/A	1/1/2026	12/31/2026	\$84.24	5.0%	
Senior Scientist	\$253.01	N/A	N/A	1/1/2027	12/31/2027	\$88.45	5.0%	
Hire Date: 04/01/2007	\$265.66	N/A	N/A	1/1/2028	12/31/2028	\$92.88	5.0%	
Exempt								
Sankbell, Colena M.	\$98.68	N/A	N/A	1/1/2024	12/31/2024	\$34.50		Not Applicable
Planner II/Project Coordinator	\$103.62	N/A	N/A	1/1/2025	12/31/2025	\$36.23	5.0%	
Analyst	\$108.80	N/A	N/A	1/1/2026	12/31/2026	\$38.04	5.0%	
	\$114.24	N/A	N/A	1/1/2027	12/31/2027	\$39.94	5.0%	
Hire Date: 11/27/22	\$119.95	N/A	N/A	1/1/2028	12/31/2028	\$41.93	5.0%	
Exempt								
Schue, Aubrey L.	\$85.81	\$128.72	\$171.62	1/1/2024	12/31/2024	\$30.00		Not Applicable
Biologist I	\$90.10	\$135.15	\$180.20	1/1/2025	12/31/2025	\$31.50	5.0%	
Analyst	\$94.61	\$141.91	\$189.21	1/1/2026	12/31/2026	\$33.08	5.0%	
	\$99.34	\$149.01	\$198.67	1/1/2027	12/31/2027	\$34.73	5.0%	
Hire Date: 01/18/2024	\$104.30	\$156.46	\$208.61	1/1/2028	12/31/2028	\$36.47	5.0%	
Non-Exempt								
Slayton, Sarah L.	\$80.09	\$120.14	\$160.18	1/1/2024	12/31/2024	\$28.00		Not Applicable
Technician	\$84.09	\$126.14	\$168.19	1/1/2025	12/31/2025	\$29.40	5.0%	
Analyst	\$88.30	\$132.45	\$176.60	1/1/2026	12/31/2026	\$30.87	5.0%	
	\$92.71	\$139.07	\$185.43	1/1/2027	12/31/2027	\$32.41	5.0%	
Hire Date: 09/08/2022	\$97.35	\$146.03	\$194.70	1/1/2028	12/31/2028	\$34.03	5.0%	
Non-Exempt								

BILLING INFORMATION				CALCULATION INFORMATION			
Name/Job Title/Classification ¹	Straight ³	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From To	Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
Open Classification I	\$128.72	\$193.07	\$257.43	1/1/2024 12/31/2024	\$45.00		\$25.00 \$65.00
-	\$135.15	\$202.73	\$270.30	1/1/2025 12/31/2025	\$47.25	5.0%	\$26.25 \$68.25
Analyst	\$141.91	\$212.87	\$283.82	1/1/2026 12/31/2026	\$49.61	5.0%	\$27.56 \$71.66
-	\$149.01	\$223.51	\$298.01	1/1/2027 12/31/2027	\$52.09	5.0%	\$28.94 \$75.25
-	\$156.46	\$234.68	\$312.91	1/1/2028 12/31/2028	\$54.70	5.0%	\$30.39 \$79.01
Non-Exempt							\$31.91 \$82.96
Open Classification II	\$200.23	\$300.34	\$400.45	1/1/2024 12/31/2024	\$70.00		\$30.00 \$110.00
-	\$210.24	\$315.36	\$420.47	1/1/2025 12/31/2025	\$73.50	5.0%	\$31.50 \$115.50
Senior Scientist	\$220.75	\$331.12	\$441.50	1/1/2026 12/31/2026	\$77.18	5.0%	\$33.08 \$121.28
-	\$231.79	\$347.68	\$463.57	1/1/2027 12/31/2027	\$81.03	5.0%	\$34.73 \$127.34
-	\$243.38	\$365.06	\$486.75	1/1/2028 12/31/2028	\$85.09	5.0%	\$36.47 \$133.71
Non-Exempt							\$38.29 \$140.39

NOTES:

1. Key Personnel must be marked with an asterisk (*), employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5. Escalation for personnel subject to prevailing wage (***) shall follow the annual DIR determinations.

Note: This cost proposal assumes that no work performed under this contract is subject to prevailing wage law or wages.

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SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Earthview Science ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Plumas County DPW On-Call Env. Services Contract No. Participation Amount \$ N/A Date 3/27/2024

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR %
For Home Office Rate	Fringe Benefit 40.00% + General & Administrative 70.00%	=	Home Office ICR 110.00%
For Field Office Rate	Fringe Benefit N/A + General & Administrative N/A	=	Field Office ICR N/A
		Fee	12%

BILLING INFORMATION

Name/Job Title/Classification1		Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range – for Classification only
		Straight ³	To(1.5x)	To(2x)	From	To		
Maria Elena Conserva Sr Visual Resources/Sr Paleo Visual Resources/Paleo		\$ 172.87	NA	NA	3/1/2024	12/31/2024	\$ 73.50	0%
		\$ 181.52	NA	NA	1/1/2025	12/31/2025	\$ 77.18	5%
		\$ 190.59	NA	NA	1/1/2026	12/31/2026	\$ 81.03	5%
		\$ 200.12	NA	NA	1/1/2027	12/31/2027	\$ 85.09	5%
		\$ 210.13	NA	NA	1/1/2028	12/31/2028	\$ 89.34	5%
Name Job Title Role		\$ 2.31	NA	NA	3/1/2024	12/31/2024	\$ 1.00	0%
		\$ 2.43	NA	NA	1/1/2025	12/31/2025	\$ 1.05	5%
		\$ 2.55	NA	NA	1/1/2026	12/31/2026	\$ 1.10	5%
		\$ 2.67	NA	NA	1/1/2027	12/31/2027	\$ 1.16	5%
		\$ 2.81	NA	NA	1/1/2028	12/31/2028	\$ 1.22	5%
Name Job Title Role		\$ 2.31	NA	NA	3/1/2024	12/31/2024	\$ 1.00	0%
		\$ 2.43	NA	NA	1/1/2025	12/31/2025	\$ 1.05	5%
		\$ 2.55	NA	NA	1/1/2026	12/31/2026	\$ 1.10	5%
		\$ 2.67	NA	NA	1/1/2027	12/31/2027	\$ 1.16	5%
		\$ 2.81	NA	NA	1/1/2028	12/31/2028	\$ 1.22	5%

CALCULATION INFORMATION

Name Job Title Role	\$ 2.31 \$ 2.43 \$ 2.55 \$ 2.67 \$ 2.81	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 1.00 \$ 1.05 \$ 1.10 \$ 1.16 \$ 1.22	0% 5% 5% 5% 5%	Not Applicable
Name Job Title Role	\$ 2.31 \$ 2.43 \$ 2.55 \$ 2.67 \$ 2.81	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 1.00 \$ 1.05 \$ 1.10 \$ 1.16 \$ 1.22	0% 5% 5% 5% 5%	Not Applicable
Name Job Title Role	\$ 2.31 \$ 2.43 \$ 2.55 \$ 2.67 \$ 2.81	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 1.00 \$ 1.05 \$ 1.10 \$ 1.16 \$ 1.22	0% 5% 5% 5% 5%	Not Applicable
Name Job Title Role	\$ 2.31 \$ 2.43 \$ 2.55 \$ 2.67 \$ 2.81	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 1.00 \$ 1.05 \$ 1.10 \$ 1.16 \$ 1.22	0% 5% 5% 5% 5%	Not Applicable
Name Job Title Role	\$ 2.31 \$ 2.43 \$ 2.55 \$ 2.67 \$ 2.81	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 1.00 \$ 1.05 \$ 1.10 \$ 1.16 \$ 1.22	0% 5% 5% 5% 5%	Not Applicable
Name Job Title Role	\$ 2.31 \$ 2.43 \$ 2.55 \$ 2.67 \$ 2.81	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 1.00 \$ 1.05 \$ 1.10 \$ 1.16 \$ 1.22	0% 5% 5% 5% 5%	Not Applicable
Name Job Title Role	\$ 2.31 \$ 2.43 \$ 2.55 \$ 2.67 \$ 2.81	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 1.00 \$ 1.05 \$ 1.10 \$ 1.16 \$ 1.22	0% 5% 5% 5% 5%	Not Applicable
Name Job Title Role	\$ 2.31 \$ 2.43 \$ 2.55 \$ 2.67 \$ 2.81	NA NA NA NA NA	NA NA NA NA NA	3/1/2024 1/1/2025 1/1/2026 1/1/2027 1/1/2028	12/31/2024 12/31/2025 12/31/2026 12/31/2027 12/31/2028	\$ 1.00 \$ 1.05 \$ 1.10 \$ 1.16 \$ 1.22	0% 5% 5% 5% 5%	Not Applicable

Name	\$ 2.31	NA	NA	3/1/2024	12/31/2024	\$ 1.00	0%	Not Applicable
Job Title	\$ 2.43	NA	NA	1/1/2025	12/31/2025	\$ 1.05	5%	
Role	\$ 2.55	NA	NA	1/1/2026	12/31/2026	\$ 1.10	5%	
	\$ 2.67	NA	NA	1/1/2027	12/31/2027	\$ 1.16	5%	
	\$ 2.81	NA	NA	1/1/2028	12/31/2028	\$ 1.22	5%	
Name	\$ 2.31	NA	NA	3/1/2024	12/31/2024	\$ 1.00	0%	Not Applicable
Job Title	\$ 2.43	NA	NA	1/1/2025	12/31/2025	\$ 1.05	5%	
Role	\$ 2.55	NA	NA	1/1/2026	12/31/2026	\$ 1.10	5%	
	\$ 2.67	NA	NA	1/1/2027	12/31/2027	\$ 1.16	5%	
	\$ 2.81	NA	NA	1/1/2028	12/31/2028	\$ 1.22	5%	
Name	\$ 2.31	NA	NA	3/1/2024	12/31/2024	\$ 1.00	0%	34.00 - 40.00
Job Title	\$ 2.43	NA	NA	1/1/2025	12/31/2025	\$ 1.05	5%	35.70 - 42.00
Role	\$ 2.55	NA	NA	1/1/2026	12/31/2026	\$ 1.10	5%	37.49 - 44.10
	\$ 2.67	NA	NA	1/1/2027	12/31/2027	\$ 1.16	5%	39.36 - 46.31
	\$ 2.81	NA	NA	1/1/2028	12/31/2028	\$ 1.22	5%	41.33 - 48.62
Name	\$ 2.31	NA	NA	3/1/2024	12/31/2025	\$ 1.00	0%	75.00 - 80.00
Job Title	\$ 2.43	NA	NA	1/1/2026	12/31/2026	\$ 1.05	5%	78.75 - 84.00
Role	\$ 2.55	NA	NA	1/1/2027	12/31/2027	\$ 1.10	5%	82.69 - 88.20
	\$ 2.67	NA	NA	1/1/2028	12/31/2028	\$ 1.16	5%	86.82 - 92.61
	\$ 2.81	NA	NA	1/1/2028	12/31/2028	\$ 1.22	5%	91.16 - 97.24
Name	\$ 2.31	NA	NA	3/1/2024	12/31/2024	\$ 1.00	0%	64.00 - 72.00
Job Title	\$ 2.43	NA	NA	1/1/2025	12/31/2025	\$ 1.05	5%	67.20 - 75.60
Role	\$ 2.55	NA	NA	1/1/2026	12/31/2026	\$ 1.10	5%	70.56 - 79.38
	\$ 2.67	NA	NA	1/1/2027	12/31/2027	\$ 1.16	5%	74.09 - 83.35
	\$ 2.81	NA	NA	1/1/2028	12/31/2028	\$ 1.22	5%	77.79 - 87.52
Name	\$ 2.31	NA	NA	3/1/2024	12/31/2024	\$ 1.00	0%	45.00 - 55.00
Job Title	\$ 2.43	NA	NA	1/1/2025	12/31/2025	\$ 1.05	5%	47.25 - 57.75
Role	\$ 2.55	NA	NA	1/1/2026	12/31/2026	\$ 1.10	5%	49.61 - 60.64
	\$ 2.67	NA	NA	1/1/2027	12/31/2027	\$ 1.16	5%	52.09 - 63.67
	\$ 2.81	NA	NA	1/1/2028	12/31/2028	\$ 1.22	5%	54.70 - 66.85

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Earthview Science ☐ Prime Consultant ☒ Subconsultant

Project No. Plumas County On-Call Contract No. Date 3/25/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1	Mile	Federal Rate	\$TBD
Per Diem	1	Day	CT Travel Guide	\$TBD
Reproduction	1	Ea	At Cost	\$TBD
Delivery	1	Ea	At Cost	\$TBD
Subconsultant 1:				\$TBD
Subconsultant 2:				\$TBD
Subconsultant 3:				\$TBD

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

COST PROPOSAL - Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant JRP Historical Consulting, LLC ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Plumas County DPW On-Call Env.

Project No. _____ Services _____ Contract No. _____ Participation Amount \$ _____ N/A _____ Date 4/2/2024

For Combined Rate	Fringe Benefit % + General & Administrative %		=	Combined ICR %
	OR			
For Home Office Rate	Fringe Benefit	60.10% + General & Administrative	=	Home Office ICR 118.01%
For Field Office Rate	Fringe Benefit	+ General & Administrative	=	Field Office ICR 0.00%
	Fee		=	12%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range -- for Classification only
	Straight ³	To(1.5x)	From	To			
Meta Bunse* Principal Architectural Historian	\$ 203.96	NA	3/1/2024	12/31/2024	\$ 83.53	0%	Not Applicable
	\$ 214.15	NA	1/1/2025	12/31/2025	\$ 87.71	5%	
	\$ 224.86	NA	1/1/2026	12/31/2026	\$ 92.09	5%	
	\$ 236.10	NA	1/1/2027	12/31/2027	\$ 96.70	5%	
	\$ 247.91	NA	1/1/2028	12/31/2028	\$ 101.53	5%	
Christopher McMorris* Principal Architectural Historian	\$ 198.95	NA	3/1/2024	12/31/2024	\$ 81.48	0%	Not Applicable
	\$ 208.90	NA	1/1/2025	12/31/2025	\$ 85.55	5%	
	\$ 219.34	NA	1/1/2026	12/31/2026	\$ 89.83	5%	
	\$ 230.31	NA	1/1/2027	12/31/2027	\$ 94.32	5%	
	\$ 241.83	NA	1/1/2028	12/31/2028	\$ 99.04	5%	
Bryan Larson* Principal Architectural Historian	\$ 187.94	NA	3/1/2024	12/31/2024	\$ 76.97	0%	Not Applicable
	\$ 197.34	NA	1/1/2025	12/31/2025	\$ 80.82	5%	
	\$ 207.20	NA	1/1/2026	12/31/2026	\$ 84.86	5%	
	\$ 217.56	NA	1/1/2027	12/31/2027	\$ 89.10	5%	
	\$ 228.44	NA	1/1/2028	12/31/2028	\$ 93.56	5%	

Scott Miltenberger Principal Architectural Historian	\$ 180.61	NA	NA	3/1/2024	12/31/2024	\$ 73.97	0%	Not Applicable
	\$ 189.64	NA	NA	1/1/2025	12/31/2025	\$ 77.67	5%	
	\$ 199.13	NA	NA	1/1/2026	12/31/2026	\$ 81.55	5%	
	\$ 209.08	NA	NA	1/1/2027	12/31/2027	\$ 85.63	5%	
	\$ 219.54	NA	NA	1/1/2028	12/31/2028	\$ 89.91	5%	
Senior Historian / Architectural Historian II*	\$ 131.85	\$ 197.78	\$ 263.70	3/1/2024	12/31/2024	\$ 54.00	0%	48.00 - 60.00
	\$ 138.45	\$ 207.67	\$ 276.89	1/1/2025	12/31/2025	\$ 56.70	5%	50.40 - 63.00
	\$ 145.37	\$ 218.05	\$ 290.73	1/1/2026	12/31/2026	\$ 59.54	5%	52.92 - 66.15
	\$ 152.64	\$ 228.95	\$ 305.27	1/1/2027	12/31/2027	\$ 62.51	5%	55.57 - 69.46
	\$ 160.27	\$ 240.40	\$ 320.53	1/1/2028	12/31/2028	\$ 65.64	5%	58.34 - 72.93
Senior Historian / Architectural Historian I*	\$ 114.76	\$ 172.14	\$ 229.52	3/1/2024	12/31/2025	\$ 47.00	0%	39.00 - 55.00
	\$ 120.50	\$ 180.75	\$ 241.00	1/1/2026	12/31/2026	\$ 49.35	5%	40.95 - 57.75
	\$ 126.52	\$ 189.79	\$ 253.05	1/1/2027	12/31/2027	\$ 51.82	5%	43.00 - 60.64
	\$ 132.85	\$ 199.27	\$ 265.70	1/1/2028	12/31/2028	\$ 54.41	5%	45.15 - 63.67
	\$ 139.49	\$ 209.24	\$ 278.98	1/1/2028	12/31/2028	\$ 57.13	5%	47.40 - 66.85
Historian / Architectural Historian III*	\$ 107.44	\$ 161.15	\$ 214.87	3/1/2024	12/31/2024	\$ 44.00	0%	37.00 - 51.00
	\$ 112.81	\$ 169.21	\$ 225.61	1/1/2025	12/31/2025	\$ 46.20	5%	38.85 - 53.55
	\$ 118.45	\$ 177.67	\$ 236.89	1/1/2026	12/31/2026	\$ 48.51	5%	40.79 - 56.23
	\$ 124.37	\$ 186.55	\$ 248.74	1/1/2027	12/31/2027	\$ 50.94	5%	42.83 - 59.04
	\$ 130.59	\$ 195.88	\$ 261.18	1/1/2028	12/31/2028	\$ 53.48	5%	44.97 - 61.99
Historian / Architectural Historian II*	\$ 85.46	\$ 128.19	\$ 170.92	3/1/2024	12/31/2024	\$ 35.00	0%	30.00 - 40.00
	\$ 89.73	\$ 134.60	\$ 179.47	1/1/2025	12/31/2025	\$ 36.75	5%	31.50 - 42.00
	\$ 94.22	\$ 141.33	\$ 188.44	1/1/2026	12/31/2026	\$ 38.59	5%	33.08 - 44.10
	\$ 98.93	\$ 148.40	\$ 197.86	1/1/2027	12/31/2027	\$ 40.52	5%	34.73 - 46.31
	\$ 103.88	\$ 155.82	\$ 207.75	1/1/2028	12/31/2028	\$ 42.54	5%	36.47 - 48.62
Contracts Manager*	\$ 87.90	\$ 131.85	\$ 175.80	3/1/2024	12/31/2024	\$ 36.00	0%	30.00 - 42.00
	\$ 92.30	\$ 138.45	\$ 184.59	1/1/2025	12/31/2025	\$ 37.80	5%	31.50 - 44.10
	\$ 96.91	\$ 145.37	\$ 193.82	1/1/2026	12/31/2026	\$ 39.69	5%	33.08 - 46.31
	\$ 101.76	\$ 152.64	\$ 203.51	1/1/2027	12/31/2027	\$ 41.67	5%	34.73 - 48.62
	\$ 106.84	\$ 160.27	\$ 213.69	1/1/2028	12/31/2028	\$ 43.76	5%	36.47 - 51.05
Graphics / GIS Technician*	\$ 80.58	\$ 120.86	\$ 161.15	3/1/2024	12/31/2025	\$ 33.00	0%	26.00 - 40.00
	\$ 84.61	\$ 126.91	\$ 169.21	1/1/2026	12/31/2026	\$ 34.65	5%	27.30 - 42.00
	\$ 88.84	\$ 133.25	\$ 177.67	1/1/2027	12/31/2027	\$ 36.38	5%	28.67 - 44.10
	\$ 93.28	\$ 139.92	\$ 186.55	1/1/2028	12/31/2028	\$ 38.20	5%	30.10 - 46.31
	\$ 97.94	\$ 146.91	\$ 195.88	1/1/2028	12/31/2028	\$ 40.11	5%	31.60 - 48.62
Historian / Architectural Historian I*	\$ 78.13	\$ 117.20	\$ 156.27	3/1/2024	12/31/2024	\$ 32.00	0%	29.00 - 35.00
	\$ 82.04	\$ 123.06	\$ 164.08	1/1/2025	12/31/2025	\$ 33.60	5%	30.45 - 36.75
	\$ 86.14	\$ 129.22	\$ 172.29	1/1/2026	12/31/2026	\$ 35.28	5%	31.97 - 38.59
	\$ 90.45	\$ 135.68	\$ 180.90	1/1/2027	12/31/2027	\$ 37.04	5%	33.57 - 40.52
	\$ 94.97	\$ 142.46	\$ 189.95	1/1/2028	12/31/2028	\$ 38.90	5%	35.25 - 42.54
Assistant Contracts Manager*	\$ 70.81	\$ 106.21	\$ 141.62	3/1/2024	12/31/2024	\$ 29.00	0%	26.00 - 32.00
	\$ 74.35	\$ 111.53	\$ 148.70	1/1/2025	12/31/2025	\$ 30.45	5%	27.30 - 33.60
	\$ 78.07	\$ 117.10	\$ 156.14	1/1/2026	12/31/2026	\$ 31.97	5%	28.67 - 35.28
	\$ 81.97	\$ 122.96	\$ 163.94	1/1/2027	12/31/2027	\$ 33.57	5%	30.10 - 37.04

Research Assistant III*	\$ 86.07	\$ 129.10	\$ 172.14	1/1/2028	12/31/2028	\$ 35.25	5%	31.60	-	38.90
	\$ 70.81	\$ 106.21	\$ 141.62	3/1/2024	12/31/2024	\$ 29.00	0%	26.00	-	32.00
	\$ 74.35	\$ 111.53	\$ 148.70	1/1/2025	12/31/2025	\$ 30.45	5%	27.30	-	33.60
	\$ 78.07	\$ 117.10	\$ 156.14	1/1/2026	12/31/2026	\$ 31.97	5%	28.67	-	35.28
	\$ 81.97	\$ 122.96	\$ 163.94	1/1/2027	12/31/2027	\$ 33.57	5%	30.10	-	37.04
Research Assistant II*	\$ 86.07	\$ 129.10	\$ 172.14	1/1/2028	12/31/2028	\$ 35.25	5%	31.60	-	38.90
	\$ 61.04	\$ 91.56	\$ 122.09	3/1/2024	12/31/2025	\$ 25.00	0%	23.00	-	27.00
	\$ 64.09	\$ 96.14	\$ 128.19	1/1/2026	12/31/2026	\$ 26.25	5%	24.15	-	28.35
	\$ 67.30	\$ 100.95	\$ 134.60	1/1/2027	12/31/2027	\$ 27.56	5%	25.36	-	29.77
	\$ 70.66	\$ 106.00	\$ 141.33	1/1/2028	12/31/2028	\$ 28.94	5%	26.63	-	31.26
Research Assistant I*	\$ 74.20	\$ 111.30	\$ 148.40	1/1/2028	12/31/2028	\$ 30.39	5%	27.96	-	32.82
	\$ 53.72	\$ 80.58	\$ 107.44	3/1/2024	12/31/2024	\$ 22.00	0%	19.00	-	25.00
	\$ 56.40	\$ 84.61	\$ 112.81	1/1/2025	12/31/2025	\$ 23.10	5%	19.95	-	26.25
	\$ 59.22	\$ 88.84	\$ 118.45	1/1/2026	12/31/2026	\$ 24.26	5%	20.95	-	27.56
	\$ 62.18	\$ 93.28	\$ 124.37	1/1/2027	12/31/2027	\$ 25.47	5%	21.99	-	28.94
Intern Research Assistant	\$ 65.29	\$ 97.94	\$ 130.59	1/1/2028	12/31/2028	\$ 26.74	5%	23.09	-	30.39
	\$ 48.83	\$ 73.25	\$ 97.67	3/1/2024	12/31/2024	\$ 20.00	0%	18.00	-	22.00
	\$ 51.28	\$ 76.91	\$ 102.55	1/1/2025	12/31/2025	\$ 21.00	5%	18.90	-	23.10
	\$ 53.84	\$ 80.76	\$ 107.68	1/1/2026	12/31/2026	\$ 22.05	5%	19.85	-	24.26
	\$ 56.53	\$ 84.80	\$ 113.06	1/1/2027	12/31/2027	\$ 23.15	5%	20.84	-	25.47
	\$ 59.36	\$ 89.04	\$ 118.72	1/1/2028	12/31/2028	\$ 24.31	5%	21.88	-	26.74

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL

Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant JRP Historical Consulting, LLC ☐ Prime Consultant ☒ Subconsultant

Project No. Plumas County On-Call Contract No. Date 3/25/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1	Mile	Federal Rate	\$TBD
Per Diem	1	Day	CT Travel Guide	\$TBD
Parking / Tolls	1	Ea	At Cost	\$TBD
Research Fees	1	Ea	At Cost	\$TBD
Equipment Rental and Supplies	1	Ea	At Cost	\$TBD
Reproduction	1	Ea	At Cost	\$TBD
Delivery	1	Ea	At Cost	\$TBD
Subconsultant 1:				\$TBD
Subconsultant 2:				\$TBD
Subconsultant 3:				\$TBD

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.



**PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES
DISTRICT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: May 14, 2024

SUBJECT: Authorize a request to the Plumas County Flood Control and Water Conservation District to borrow funds in an amount not to exceed thirty-five thousand dollars (\$35,000), (BCSA fund 0208/261000/580000) for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; No General Fund Impact; discussion and possible action.

Recommendation:

The Acting Manager of Beckwourth CSA respectfully recommends the Board vote to authorize a request to the Plumas County Flood Control & Water Conservation District to borrow the sum of thirty-five thousand dollars (\$35,000) for cash flow purposes, to be repaid with interest at the Plumas County pooled funds rate when reimbursement is received from the Water Boards; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds.

Background and Discussion:

Beckwourth CSA received a planning grant from the State Water Board to replace the sewer pump station. Beckwourth CSA also received a loan from Golden State Finance Authority for \$100,000 which was paid back April 12, 2024. The progress on the planning grant was delayed due to weather last winter, so on May 11, 2023, the expiration date of the grant was requested to be extended from October 30, 2023 to March 31, 2025. The State Water Boards is still reviewing the extension, so reimbursements submitted after October 31, 2023 will not be reimbursed until the time extension is granted. Water Board Management has stated that they expect an amendment to be executed sometime in July 2024

Payments for October 2023 through April 2024 to NCE Engineers totals \$137,187 including additional payments through June 30, 2024 are estimated at \$146,500. Due to a combination of further delay in State Water Reimbursements and NCE completing the planning phase sooner than expected, an additional loan of \$35,000 is needed for cash flow purposes. Once reimbursement from the State is received, the \$145,000 loan will be repaid, with projected cash balance of approximately \$21,000.

Action:

Authorize a request to the Plumas County Flood Control and Water Conservation District to borrow funds in an amount not to exceed thirty-five thousand dollars (\$35,000), (BCSA fund 0208/261000/580000) for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; No General Fund Impact; discussion and possible action.

Fiscal Impact:

No General Fund impact.

Attachments:

None



**PLUMAS COUNTY
PLUMAS COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: May 14, 2024

SUBJECT: Adopt **RESOLUTION** for Transfer of Water Treatment Plant; No General Fund Impact; approved as to form by County Counsel. Roll call vote.

Recommendation:

The Acting Flood Control Manager recommends the Governing Board vote, authorizing the Chair of the Board of Directors to execute the resolution to transfer the parcels (along with all the improvements to said parcels) to the City of Portola.

Background and Discussion:

The City Council of the City of Portola has found and determined that it is in the best interest of the City of Portola to hereby accept the grant of real property (along with all the improvements to said property) in fee simple consisting of the parcels described as APN: 128-010-027 and 128-010-029 from the Plumas County Flood Control & Water Conservation District. In order for the City of Portola to accept the parcels, the attached resolution is required to be approved by the Flood Control Governing Board. This resolution has been approved as to form by County Counsel.

Action:

Adopt **RESOLUTION** for Transfer of Water Treatment Plant; No General Fund Impact; approved as to form by County Counsel. **Roll call vote.**

Fiscal Impact:

No General Fund impact. Flood Control Resolution NGFI.

Attachments:

1. Resolution Transfer of Lake Davis Water Treatment Plant

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PLUMAS COUNTY GRANTING THE REAL PROPERTY UPON WHICH THE LAKE DAVIS WATER TREATMENT PLANT IS SITUATED, THE LAKE DAVIS WATER TREATMENT PLANT AND OPERATIONAL AND MAINTENANCE RESPONSIBILITY FOR THE LAKE DAVIS WATER TREATMENT PLANT

WHEREAS, the Board of Supervisors of Plumas County has been fully advised of the current and proposed ownership of the parcel numbers and responsibility of the Lake Davis Water Treatment Plant described in the Legal Description attached hereto as Exhibit A and the Legal Boundary Map attached hereto as Exhibit B, including all structures on the parcels that comprise the Lake Davis Water Treatment as depicted on the Satellite Map attached hereto as Exhibit C.

WHEREAS, the Board of Supervisors of Plumas County has authority under Cal. Government Code § 25365 to, by a four-fifths vote, grant, convey, quitclaim, assign, or otherwise transfer to any city, or any other public agency within the county or exchange with those public agencies, any real or personal property, or interest therein belonging to the county upon the terms and conditions as are agreed upon if the property or interest therein to be granted and conveyed or quitclaimed is not required for County use.

WHEREAS, the Board of Supervisors of Plumas County has found and determined that the real property in fee simple consisting of the parcels described as APN: 128-010-027 and 128-010-029 from the Plumas County Flood Control & Water Conservation District as described in the Legal Description attached hereto as Exhibit A and the Legal Boundary Map attached hereto as Exhibit B, including all structures on the parcels that comprise the Lake Davis Water Treatment as depicted on the Satellite Map attached hereto as Exhibit C, and any and all plant, facilities, equipment, parts and supplies for the Lake Davis Water Treatment Plant, is not necessary for County use.

WHEREAS, the Board of Supervisors of Plumas County has found and determined that it is in the best interest of the County of Plumas to hereby grant said property from the Plumas County Flood Control & Water Conservation District to the City of Portola with the understanding, as memorialized in Portola City Resolution 2573, that the City of Portola will accept sole ownership of all the Lake Davis Water Treatment Plant.

WHEREAS, the Board of Supervisors of Plumas County has found and determined, as memorialized in Portola City Resolution 2573, that the City of Portola will hereby accept any and all operation and maintenance responsibilities for the Lake Davis Water Treatment Plant immediately upon the approval of this Resolution and execution and delivery of the Grant Deed in the form attached hereto as Exhibit D.

NOW, THEREFORE BE IT RESOLVED the Board of Supervisors of the County of Plumas, State of California;

1. Authorizes the Grant Deed in the form attached here to as Exhibit D transferring the real property described as APN: 128-010-027 and 128- 010-029 and the structures located thereon that comprise the Lake Davis Water Treatment Plant and any and all plant, facilities,

equipment, parts and supplies for the Lake Davis Water Treatment Plant.

BE IT FURTHER RESOLVED that the City of Portola will perform all operation and maintenance responsibilities for the Lake Davis Water Treatment Plant immediately upon approval of this Resolution and the execution and delivery of the Grant Deed attached hereto as Exhibit D to the City.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024 by
the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair, Board of Supervisors

Clerk of the Board

Approved as to form:



Joshua Brachtel, Attorney
County Counsel's Office

EXHIBIT A
LEGAL DESCRIPTION

Those portions of the lands of Section 12, T. 23 N., R. 13 E., M.D.M., conveyed to Plumas County Flood Control, being "Parcel 1" of Book 3 of Record of Surveys, Page 145 filed May 10th, 1971, in the office of the county recorder of Plumas County, California. Also known as Assessor Parcel Numbers (APN): 128-010-027 and 128-010-029.

The certain land more particularly described as follows:

Commencing at the easterly most property corner of said "Parcel 1", being a ½ inch rebar with aluminum cap stamped LS 2843, being the TRUE POINT OF BEGINNING;

thence, S 64°36'18" W, 27.57 feet;

thence, along a tangent curve to the left having a radius of 70.00 feet, an arc length of 62.31 feet, a delta angle of 51°00'00" and a chord length of 60.27 feet;

thence, along a tangent curve to the right having a radius of 130.00 feet, an arc length of 83.95 feet, a delta angle of 37°00'00" and a chord length of 82.50 feet;

thence, S 50°36'18" W, 184.94 feet;

thence, S 31°17'13" E, 70.04 feet;

thence, S 64°34'58" W, 324.69 feet;

thence, N 26°20'37" W, 441.98 feet;

thence, N 63°31'19" E, 500.00 feet;

thence, S 26°37'24" E, 272.17 feet;

thence, along a curve to the left having a radius of 70.00 feet, an arc length of 28.02 feet, a delta angle of 22°56'19" and a chord bearing of N 25°04'27" E and chord length of 27.84 feet;

thence, along a tangent curve to the right having a radius of 130.00 feet, an arc length of 115.72 feet, a delta angle of 51°00'00" and a chord length of 111.93 feet;

thence, N 64°36'18" E, 26.26 feet;

thence, S 26°29'03" E, 42.16 feet;

thence, along a tangent curve to the left having a radius of 1040.00 feet, an arc length of 17.85 feet, a delta angle of 0°59'01" and a chord length of 17.85 feet; returning to the TRUE POINT OF BEGINNING, also being the TRUE POINT OF TERMINUS.

Containing 217,305 square feet (4.989 acres), more or less.



EXHIBIT B
LEGAL BOUNDARY MAP

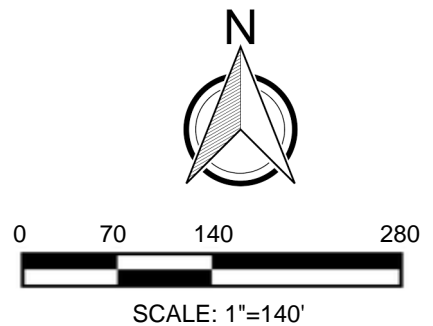
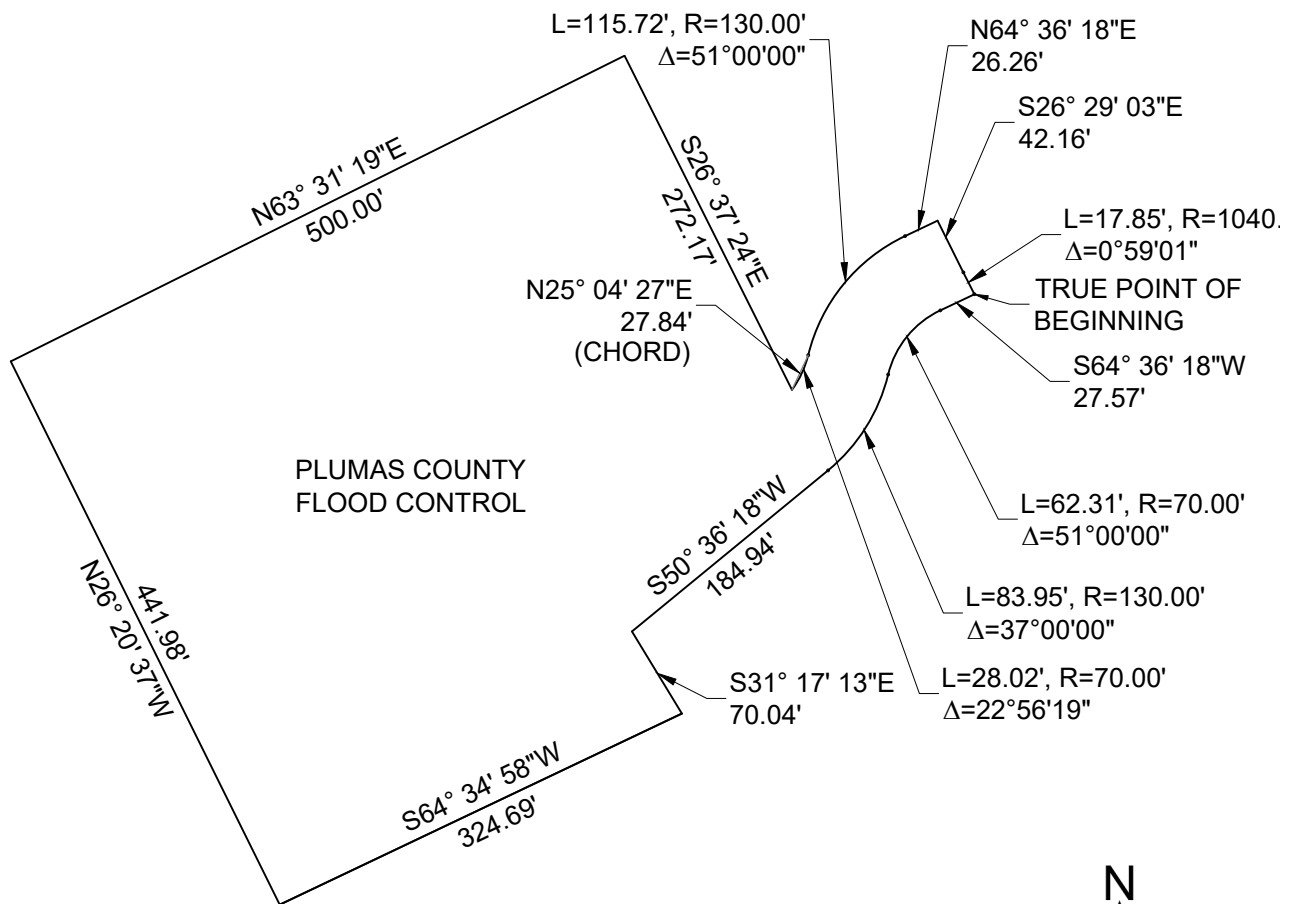
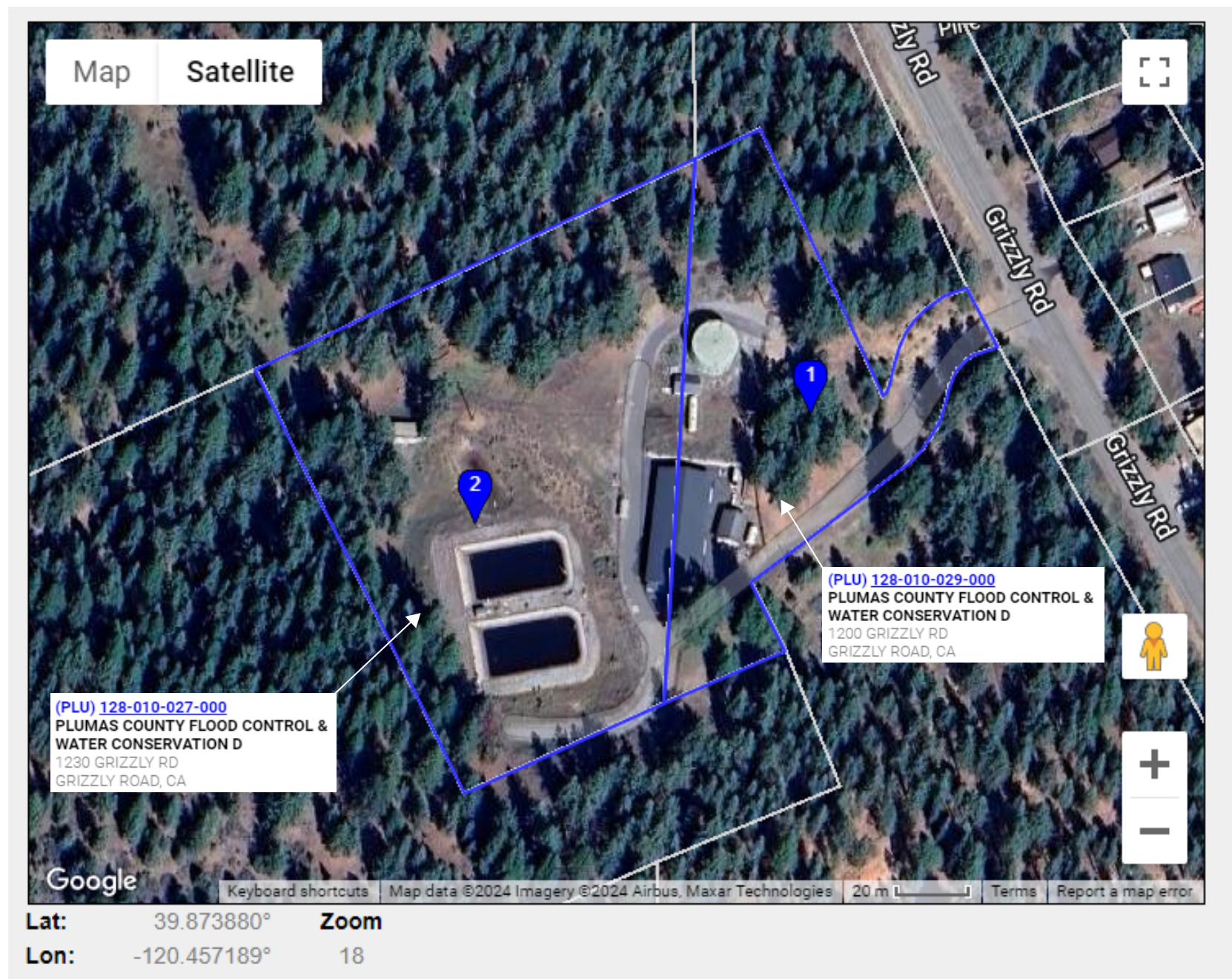


EXHIBIT C





**PLUMAS COUNTY
PLUMAS COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: May 14, 2024

SUBJECT: Approve a Loan from the Plumas Flood Control and Water Conservation District to Beckwourth CSA in an amount not to exceed thirty-five thousand dollars (\$35,000); (0208/261000/521900) to be repaid with interest at the Plumas County pooled funds rate immediately after reimbursement from Water Boards is received; No General Fund Impact.

Recommendation:

The Flood Control Manager recommends that the Flood Control Governing Board vote to authorize a loan to Beckwourth CSA in the amount of thirty-five thousand dollars (\$35,000), for cash flow purposes, and to be repaid with interest at the Plumas County pooled funds rate.

Background and Discussion:

The Beckwourth CSA has requested a cash flow-related loan from the Plumas Flood Control and Water Conservation District for a term not to exceed one year.

The loan will enable Beckwourth CSA to meet its cash obligation, including paying its consultant on Pump replacement project until the State Water Board grant reimbursement expiration date is extended. Flood Control has adequate funds available from the Monterey Settlement to make this short-term loan to Beckwourth CSA.

An approved Department Budget Transfer is attached for reference but doesn't require Auditor or Board approval. These funds are being transferred from one budget line item to another within Flood Control. This agenda request has been reviewed and approved as to form by County Counsel.

Action:

Approve a Loan from the Plumas Flood Control and Water Conservation District to Beckwourth CSA in an amount not to exceed thirty-five thousand dollars (\$35,000); (0208/261000/521900) to be repaid with interest at the Plumas County pooled funds rate immediately after reimbursement from Water Boards is received; No General Fund Impact.

Fiscal Impact:

No General Fund impact.

Attachments:

None



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Assistant Director of Public Works
MEETING DATE: May 14, 2024
SUBJECT: Appoint Rob Thorman, Acting Director Public Works to the Upper Feather River Regional Water Management Group for Plumas Flood Control as recommended; discussion and possible action; Roll call vote

Recommendation:

Appoint Rob Thorman, Acting Director Public Works to the Upper Feather River Regional Water Management Group for Plumas Flood Control as recommended; discussion and possible action; **Roll Call Vote**

Background and Discussion:

Currently there is a vacancy for a member of this management group.

Action:

Appoint Rob Thorman, Acting Director Public Works to the Upper Feather River Regional Water Management Group for Plumas Flood Control as recommended; discussion and possible action; **Roll Call Vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

None



PLUMAS COUNTY FARM ADVISOR MEMORANDUM

TO: Honorable Chair and Board of Supervisors
FROM: David Lile, Farm Advisor
MEETING DATE: May 14, 2024
SUBJECT: Receive an Annual Report

Recommendation:

Receive Annual Report from Farm Advisor/Cooperative Extension

Background and Discussion:

Receive Annual Update from Farm Advisor/Cooperative Extension Office. Will include program updates from Livestock and Natural Resources, Forestry and Natural Resources, Weed Ecology and Cropping Systems Advisor, 4-H Community Education Specialist and Post-Fire Forest Resilience Program Staff Research Associate. This update will cover the 2023 program year.

Action:

Receive Annual Report from Farm Advisor/Cooperative Extension

Fiscal Impact:

No general fund impact

Attachments:

1. 2023 Annual Report BOS

Plumas & Sierra Counties

ucce-plumas-sierra.ucanr.edu

University of California
Agriculture and Natural Resources



Annual Report 2023-24

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Tom Getts, Weed Control and Cropping Systems
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Samantha Brown, Administrative Assistant
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Nic Dutch, Post Fire Resilience Staff Research Associate
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Director's Report

We are excited to share with you this report highlighting local impacts of UC Cooperative Extension in Plumas and Sierra counties! In the following pages we will highlight the many extension education, applied research, and community service projects completed by the UCCE team over the past year. We couldn't be more thankful for the opportunity to serve the communities in which we live. As always, our contact information is right on the front page and we encourage you to reach out with new emerging needs, to learn more about our existing programs, or to simply say "Hi" at anytime.

- David Lile, County Director

Our Team



Tracy Schohr is the Livestock and Natural Resources advisor. Schohr is conducting extension, education and applied research focusing on livestock production, water, economics, and sustainable range and pasture management. She is developing solutions to the complex issues facing land managers and livestock producers in the region.



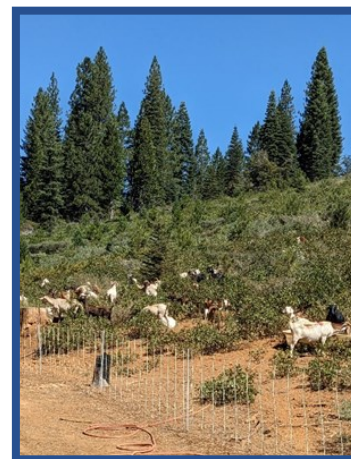
Post Fire Grazing

Schohr has wrapped up year 2 of 3 investigating variations in grazing distribution and utilization pre and post Dixie Fire. This project is integrating cattle GPS distribution data with on-the-ground forage monitoring in the Plumas National Forest. The outcomes of this project will guide land management policies and procedures, while assisting ranchers in grazing management that will improve natural resources following catastrophic fires. **Photo of GPS ear tag on cow.*



Grazing to Reduce Fuel Loads

Grazing for fuels reduction is an emergent strategy in California's efforts to address wildland fuels. With the sudden influx of public funding, it is urgent to answer the question of how to use available resources efficiently, and in a manner which develops a sustainable infrastructure to maintain treatments. Schohr is leading a project team implementing and evaluating fuels treatment with targeted livestock grazing in wildland urban interface (WUI). The team is also providing business planning for targeted livestock grazing enterprises and empowering land managers (private and public) to expand grazing contracts for fuel load reduction in forested landscapes.



Acquired funding and hosted 2 educational ranch tours for local and state government staff.



Collaborating on project investigating interaction of predators and livestock guardian dogs with GPS collars on Plumas Forest.



Hosted trainings and provided technical assistance on predator compensation, animal health, and more.

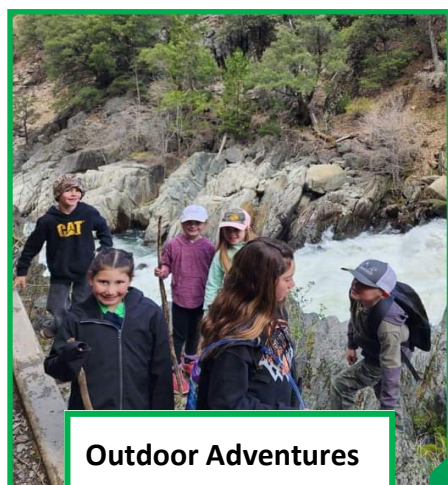
4-H Community Education Specialist, Sierra Washington, joined the UCCE team in July, 2022. She is inspired by how our 4-H youth become more confident, helpful, engaged members of our communities and take an active role in helping those around them thrive. Just look at 'em GrOW!



4-H County Presentation Day 2023-24



National Anthem
at Homecoming



Outdoor Adventures
Woodworking



Petting Zoo for Skilled Nursing Residents



Club involvement is stable — continuing to serve more than 8% of our youth. To increase opportunity, we have initiated delivery modes through school enrichment and extended learning programs, and are lending curriculum development support. Our 4-H County Council is now fully represented by youth officers, who are developing a Leadership Field Day for 4-H youth in June.

We are so excited for 4-H Summer Camp 2024!



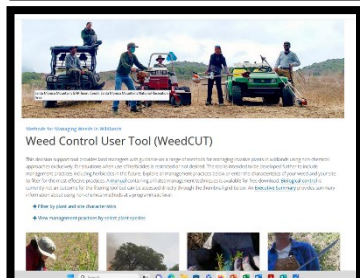
... Come share the 4-H Fun at
the Plumas-Sierra County Fair!

Weed Ecology and Cropping Systems Advisor, Tom Getts, has been working with agricultural producers and land managers since 2015. His program focuses on providing insight to agronomic challenges and solving pest problems with IPM strategies throughout the intermountain region.



Agriculture and Forage Production

- Communication about control methods for various insect pest management methods. Monitoring and documenting grasshopper populations in additional parts of the county like Mohawk Valley.
- Conducting various irrigated grass and alfalfa variety trials, as part of a larger projects, which will be relevant to forage producers in Plumas and Sierra Counties.
- Providing growers information and advice regarding various weed control practices for their specific situations, as well as diagnosing and helping identify issues with plant diseases.
- Reviewing grower's fertilization recommendations for soil and tissue analysis done by the lab.
- Serving on the Department of Pesticide Regulation Pest Management Advisory Committee



Invasive Weed Management

- Conducting various research trials on better ways to control invasive and Noxious Weeds .
(e.g. Whitetop, Thistles, Annual Grasses, Scotch Broom etc.)
- Communication about pesticide use and risks in wildlands, agriculture, and in reforestation settings.
- Providing site specific recommendations and options for land owners and managers looking to control noxious weeds on their properties.
- Member and active participant of the Plumas Weed Management Area.
- Developing the interactive "Weed Cut" online decision support tool, and currently integrating chemical control and calibration methods into the program.
- Serving on the California Department of Food and Agriculture's California Invasive Species Advisory Committee, representing local invasive pest issues at the state level.

Ryan Tompkins is the Cooperative Extension Forester and Natural Resources Advisor (RPF#3108). His research and extension program focuses on sustainable forest management and restoration, building community resilience to wildfire and climate change, and supporting rural natural resource-based community capacity development.



New pathways for reforestation and forest resilience

- Co-developed concept/proposal and advise the Plumas Emergency Forest Restoration Team (EFoRT): a coalition of local NGOs led by Feather River RCD securing over \$19 million of funding to deliver technical & funding assistance to forest landowners impacted by fires
- Co-PI on statewide post-fire resilience assistance program delivering education and outreach to landowners impacted by fire
- Co-PI on post-fire reforestation monitoring program for RCDs
- SNC Forest Health Grant: Collaboration with UC Berkeley Forests & Plumas NF to demonstrate science based forest management & restoration supporting the 30,000 acre Claremont Resiliency Project
- Forest Resilience Study: This work has been extended to the Calif. Board of Forestry to re-examine how Calif. Forest Practice Rules stocking requirements may or may not facilitate forest restoration



An expert voice in Forest Management, serving on:

Connecting & advising natural resource managers, landowners, policy makers



- Cooperative Extension technical assistance events reached over 400 state, federal, and private natural resource managers and policy makers
- Hosted CA Board of Forestry Tour and weeklong Forestry for Lawyers workshop, providing insight and technical expertise to over 100 policy makers, state, federal, & private natural resource managers
- Presented to Society of American Foresters, California Licensed Foresters Association, & California Forestry Association conferences
- Developed & maintain the "Online Firewise Reporting Tool" documenting >28,000 volunteer hours & \$3 Million investments
- Forest Management instructor at UC Berkeley Forestry Camp
- Participate in Fire Safe Councils, Firewise Communities, Prescribed Fire Training Exchanges (Trex) & Prescribed burn associations (PBAs)

- The Council on Science and Technology Project steering committee: "Linking Forest Health, Wildfire Smoke, and Public Health"
- Governor Newsom's Wildfire & Forest Resilience Task Force: Science Advisory Panel & Statewide Reforestation Strategy
- American Forests Reforestation Pipeline Project steering committee designed to grow all aspects of the reforestation industry from cone, seed, nursery, & planting phases

Nic Dutch is a Staff Research Associate II for the statewide Post-fire Forest Resilience Program. Starting in January of 2023, they help forestry assistance agencies better understand and target post-fire reforestation projects, and work to build a broad awareness of post-fire restoration strategies and practices to managers and landowners.



Forging new pathways for reforestation and forest resilience

- Written, co-written, and facilitated numerous educational publications that serve as curriculum for our Post-Fire Forest Resilience Workshop, delivering education and outreach to landowners impacted by wildfire
- Supported program's workshop and served over 100 landowners and natural resource professionals
- Coordinated Planting Day outreach event in Greenville in May with Feather River RCD, presented our programs mission to over 40 volunteers
- Orchestrated an organized session at the Society of American Foresters Conference in October, with speakers from our program and our collaborators in the USFS, CALFIRE, and American Forests.
- Led fire effects monitoring training at Plumas TREX (Prescribed Fire Training Exchange)
- Serves on California's Reforestation Pipeline Working Groups: Addressing public misconceptions on forest restoration strategies and reforestation monitoring strategies
- Serves on the Forestry Mentorship Program Steering Committee



Expanding the Program's Strategic Direction

- Under the advisement of Co-PI Ryan Tompkins, initiated an investigation on the long-term efficacy of Emergency Forest Restoration Teams (EFRTs) post-fire reforestation projects via an ecological monitoring program
- Acquired over 300k in funding from our collaborators who are implementing the EFRT programs (El Dorado and Feather River RCDs)
- Conceptualized experimental design and protocol for the monitoring program
- Orchestrated working group on monitoring protocol with experts from, USFS, CAL FIRE, and UCCE with the aim to create a standardized post-fire reforestation monitoring framework and tracking database



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: May 14, 2024

SUBJECT: **TIME CERTAIN - 11:00 A.M. PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California, **TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481**; approved as to form by County Counsel. Roll call vote

Recommendation:

TIME CERTAIN - 11:00 A.M. PUBLIC HEARING: Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California, **TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481**; approved as to form by County Counsel. **Roll call vote**

Background and Discussion:

In 2021, Governor Gavin Newsom signed Assembly Bill, ("AB") 481 into law requiring all law enforcement agencies in the State of California to obtain approval of their applicable governing board, by an ordinance adopting a military equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment.

Action:

Request the Board of Supervisors approve and adopt the **MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481**; approved as to form by County Counsel. **Roll call vote**

Fiscal Impact:

No General Fund Impact in fiscal year 24/25

Attachments:

1. PCSO Military Equipment Use Policy Final (3) (1) (2)
2. AB 481 Ordinance

PLUMAS COUNTY SHERIFF'S OFFICE
Military Equipment Use Policy
(Rev. 09/21/2022)

PURPOSE

This policy establishes procedures for the acquisition, funding, use and reporting of "military equipment", as the term is defined in Government Code section 7070, which takes effect January 1, 2022.

This policy is intended to fulfill the obligations set forth in Assembly Bill No. 481 (2021-2022). These obligations include, but are not limited to, seeking approval on specific items deemed to be "military equipment" and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

This policy shall not be construed to create a higher standard or duty of care for civil or criminal liability against the County, its officials or members. Violations of any provision(s) contained within this policy shall only form the basis for office administrative action, training or discipline.

PROCEDURE

A. DEFINITIONS

1. Governing Body – The Plumas County Board of Supervisors ("Board").
2. Military Equipment – Any of the items as defined by California Government Code section 7070, subsections (c)(1) through (c)(16).

B. GENERAL

1. In accordance with state law, PCSO will obtain the endorsement of the governing body annually prior to engaging in any of the following activities:
 - a. Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
 - b. Seeking funds for military equipment including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
 - c. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
 - d. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
 - e. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to general order.

- f. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.
2. In seeking the approval of the governing body, PCSO will submit a proposed military equipment use policy, or subsequent amendments, to the Board and the public at least 30 days prior to any public hearing concerning the military equipment at issue.

C. MILITARY EQUIPMENT USE CONSIDERATIONS

1. The military equipment acquired and authorized by PCSO is:
 - a. Necessary because there is no reasonable alternative that can achieve the same objective of deputy and civilian safety.
 - b. Reasonably cost effective compared to available alternatives that can achieve the same objective of deputy and civilian safety.
2. The military equipment will only be used by employees after applicable training, including any course required by the Commission on Peace Officer Standards and Training (POST), has been completed, unless exigent circumstances arise.

D. MILITARY EQUIPMENT REPORTING CONSIDERATIONS

1. PCSO will submit an annual military equipment report to the Board that addresses each type of military equipment possessed by the Department.
2. PCSO will make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use.
3. PCSO will ensure the annual military equipment report, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:
 - a. A summary of how the military equipment was used and the purpose of its use.
 - b. A summary of any complaints or concerns received concerning the military equipment.
 - c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
 - d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
 - e. The quantity possessed for each type of military equipment.
 - f. If PCSO intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.
 - i. Within 30 days of submitting and publicly releasing an annual military equipment report, PCSO shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and PCSO's funding, acquisition, or use of military equipment. This may occur as a part of PCSO's presentation to the governing body.

E. CATALOGING OF MILITARY USE EQUIPMENT

All military use equipment kept and maintained by PCSO will be cataloged in a way which addresses each of the following requirements:

1. The manufacturers description of the equipment.
2. The capabilities of the equipment.
3. The purposes and authorized uses for which the Department proposes to use the equipment.
4. The expected lifespan of the equipment.
5. The fiscal impact of the equipment, both initially and for on-going maintenance.
6. The quantity of the equipment, whether maintained or sought.
7. The legal and procedural rules that govern each authorized use.

F. COMPLIANCE

1. PCSO's Training Unit will ensure that all PCSO members comply with this policy. The Training Unit, along with representatives from management and SWAT will conduct an annual audit. The Sheriff or designee will be notified of any policy violations and, if needed, the violations will be handled accordingly. All instances of non-compliance will be reported to the Patrol Commander within 5 days, and to the Board as soon as possible, but no later than sixty days.
2. Any member of the public can register a question or concern regarding military use equipment by contacting the Sheriff Office or submitting their question of complaint by selecting this link, (Insert hyperlink here). A response to the question or concern shall be completed by PCSO in a timely manner.
3. Any member of the public can submit a complaint to any member of the PCSO in any form (i.e. in person, telephone, email, etc.). Once the complaint is received, it will be provided to the Patrol Commander within 10 business days.

G. FUNDING

PCSO will seek Board approval for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

PCSO has authority to apply for funding prior to obtaining Governing body approval in exigent circumstances. PCSO shall obtain Governing body approval as soon as practicable.

H. MILITARY EQUIPMENT

1. **Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.
 - a. Description, quantity, capabilities, and purchase cost of UAS:
 - i. DJI Mavick Pro 2, cost \$2,000, quantity, 1. Bundle contains the UAS, along with battery, spare parts, charging system and iPad controller.

The DJI Mavick Pro 2 platform is a civilian grade model UAS with camera.

- b. Purpose
To be deployed when its view would assist deputies or incident commanders with the following situations, which include but are not limited to:
 - i. Search for missing persons.
 - ii. Natural disaster response and management.
 - iii. Crime scene photography.
 - iv. SWAT, tactical or other public safety and life preservation missions.
- c. Authorized Use
Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.
- d. Expected Life Span
3-5 years.
- e. Fiscal Impact
\$300 (battery replacement and ongoing training of pilots)
- f. Training
All PCSO UAS operators will be licensed by the Federal Aviation Administration for UAS operation.
- g. Legal and Procedural Rules
It is the policy of PCSO to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

2. Armored Vehicles: Mine-Resistant Ambush Protected Vehicle (MRAP) / armored personnel carrier.

- a. Description, quantity, capabilities, and purchase cost
 - i. CAIMAN MRAP 6 wheeled armored vehicle, cost: \$0, quantity: The Caiman MRAP provides greater levels of survivability and mobility to navigate challenging and unpredictable environments. Caiman integrates technology to ensure the large and armor-protected interior is optimal for a variety of missions including 10-person transport, a four litter ambulatory system with attendant and C2OTM (command and control on the move). The Caiman's armor can stop various projectiles, which provides greater safety to citizens and deputies beyond the protection level of shields and personal body armor. It can also traverse flooded terrain or difficult-to-access areas due to a high ground clearance. A Caiman normally costs in excess of \$400,000.00 to purchase. PCSO's Caiman was acquired for \$0, less transportation costs, through the LESO / 1033 program.
- b. Purpose
To be used in response to critical incidents to enhance deputy and community safety, improve scene containment and stabilization, to assist in resolving critical incidents, and to rescue persons at risk or injured during critical incidents. May also be used to respond to natural disasters, including floods, wild land fires, or other emergencies where a high ground clearance and / or off-road capability is required. The vehicle is designated as a Rescue Response vehicle.
- c. Authorized Use
The use of armored vehicles shall only be authorized by a division commander, SWAT commander, or higher authority based on the specific circumstances of a given critical

incident. Armored vehicles shall be used only by deputies trained in their deployment and in a manner consistent with PCSO policy and training.

d. Lifespan

30 years

e. Fiscal Impact

Annual maintenance cost of \$400.

f. Training

All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

g. Legal and Procedural Rules

It is the policy of PCSO to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

3. 37 MM Launchers and Rounds: 37MM Launchers are utilized by PCSO personnel as a less lethal tool to launch impact and chemical agent rounds.

a. Description, quantity, capabilities, and purchase cost

- i. DEFENSE TECHNOLOGY, 37MM SINGLE SHOT LAUNCHER, , cost: \$85, quantity: 8. The 37MM Single Launcher is a tactical single shot launcher. It will fire standard 37mm less lethal ammunition. It will launch a 37MM less lethal round up to 131 feet and is only authorized to be used by trained personnel.
- ii. DEFENSE TECHNOLOGY, 37MM LIQUID CS BARRICADE PENETRATOR ROUND, #1162, cost: \$23, quantity: 15. A less lethal 37MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 37mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.
- iii. DEFENSE TECHNOLOGY, 37MM POWDER CS BARRICADE PENETRATOR ROUND, #1192, cost: \$23, quantity 10. A less lethal 37 MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 37 MM Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.
- iv. DEFENSE TECHNOLOGY, 37 MM CS Heavy duty BARRICADE PENETRATOR ROUND, #1152, cost \$22 quantity 17: A less lethal 37 MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 37 MM Ferret is primarily used to dislodge barricaded subjects from confined

areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

- v. DEFENSE TECHNOLOGY, 37 MM POWDER OC BARRICADE PENETRATOR ROUND, #4341, quantity 25: A less lethal 37 MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 37 MM Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.
- vi. DEFENSE TECHNOLOGY, 37 MM POWDER OC MUZZLE BLAST ROUND, #1140, cost \$12, quantity 21: A less lethal 37 MM round used to deliver a small chemical payload inside of a structure or vehicle or in the open. In a tactical deployment situation, To bring under control, restrain or arrest an individual or groups of individuals who are engaging in, or are about to engage in violent behavior; to prevent the escalation of conflict.

b. Purpose

To bring under control, restrain or arrest an individual or groups of individuals who are engaging in, or are about to engage in violent behavior; for crowd control, crowd dispersal or against barricaded suspects based on the circumstances; to prevent the escalation of conflict.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

d. Training

Sworn personnel utilizing 37MM less lethal chemical agents or impact rounds shall be trained in their use by POST certified less lethal and chemical agents instructors.

e. Lifespan – All listed 37mm munitions - 5 years.

f. Fiscal Impact

\$450 for replacement due to training or incident deployment

g. Legal and Procedural Rules

It is the policy of PCSO to utilize the 37mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

4. Less Lethal Shotgun: Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

a. Description, quantity, capabilities, and purchase cost

- i. Mossberg SHOTGUN (LESS LETHAL), cost: Varies – up to \$845, quantity: 6. The Mossberg Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system

helps to maintain space between deputies and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

- ii. 12-GAUGE SUPER-SOCK BEANBAG ROUND, cost: \$5, quantity: 31. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

b. Purpose

To bring under control, restrain or arrest an individual or groups of individuals who are engaging in, or are about to engage in violent behavior; to prevent the escalation of conflict.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

d. Lifespan

Mossberg Less Lethal Shotgun- 15+ years.

Super Sock Round- No listed expiration date.

e. Fiscal Impact

\$150 for replacement due to training or incident deployment. Annual maintenance is approximately \$10 for each shotgun.

f. Training

Deputies who are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training may deploy the devices. SWAT personnel receive additional and ongoing training internally.

g. Legal and Procedural Rules

It is the policy of PCSO to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

5. **Combined Systems 37mm Launching Cup:** Cups that attaches to 12 gauge less lethal shotguns which allow deputies to launch canisters of chemical agents or smoke.

a. Description, quantity, capabilities, and purchase cost

COMBINED SYSTEMS LC5 37MM LAUNCHING CUP, cost: \$0, quantity: 1. The LC5 Launching Cups are designed for the 5200 series grenades. The cups can be attached to virtually any 12ga shotgun and the munition launched with our model 2600 launching cartridge.

b. Purpose

To assist with bringing under control, restraining or arresting an individual or groups of individuals who are engaging in, or are about to engage in violent behavior; for crowd control, crowd dispersal or against barricaded suspects based on the circumstances; to prevent the escalation of conflict.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

d. Lifespan

Combined Systems LC5 37MM Launching Cup- 15+ years

e. Fiscal Impact

No annual maintenance.

f. Training

Launching cups are used by SWAT members who have received training from POST-certified chemical agent instructors.

g. Legal and Procedural Rules

It is the policy of PCSO to utilize the 37mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. **Distraction Devices / flash-bangs:** A device used to distract dangerous persons.

a. Description, quantity, capabilities, and purchase cost

- i. COMBINED TACTICAL SYSTEMS, 7290M MINI FLASH-BANG, cost: \$41, quantity: 31. A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. The patented design incorporated a porting system that eliminates movement of the body at deflagration even if the top or bottom of the device should be in contact with a hard surface. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

b. Purpose

A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give deputies a tactical advantage.

c. Authorized Use

Diversionary Devices shall only be used:

- i. By deputies who have been trained in their proper use.
 - ii. In hostage and barricaded subject situations.
 - iii. In high-risk warrant (search/arrest) services where there may be extreme hazards to deputies.
 - iv. During other high-risk situations where their use would enhance officer safety.
 - v. During training exercises.
- d. Lifespan
10 years
- e. Fiscal Impact
\$500 for replacement due to training, use, or expiration of device
- f. Training
Prior to use, deputies must attend diversion device training that is conducted by POST-certified instructors.
- g. Legal and Procedural Rules
It is the policy of PCSO to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

7. Chemical Agent and Smoke Canisters: Canisters that contain chemical agents that are released when deployed.

- a. Description, quantity, capabilities, and purchase cost
- i. DEFENSE TECHNOLOGY, CONTINUOUS DISCHARGE GRENADE, CS, #1082, cost: \$33, quantity: 7. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.
 - ii. DEFENSE TECHNOLOGY, CS BAFFLED CANISTER GRENADE, #5230b, cost: \$42, quantity: 11, The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.
 - iii. DEFENSE TECHNOLOGY, CS FLAMELESS HAND GRENADE, #2842, cost \$36, quantity 14. The design of the Flameless CS Grenade allows the contents to burn

within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.

- iv. DEFENSE TECHNOLOGY, MAXIMUM HC SMOKE MILITARY-STYLE CANISTER, #1083, cost: \$38, quantity: 3. The Military-Style Maximum Smoke Grenade comes from the Defense Technology #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits RED smoke only for approximately 1.5 to 2 minutes.
- v. COMBINED TACTICAL SYSTEMS, OUTDOOR TACTICAL GRENADE CS, #9230, cost \$33, quantity 6, The smallest diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and it should not be deployed on rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. Authorized Use

Only personnel who have received POST certification in the use chemical agents are authorized to use chemical agents.

d. Training

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agents instructors.

e. Lifespan

5 years from manufacturing date.

f. Fiscal Impact

No annual maintenance.

g. Legal and Procedural Rules

PCSO will utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

8. **“Specialized” Firearms and Ammunition:** Firearms and ammunition which are not standard-issue.

a. Description, quantity, capabilities, and purchase cost

- i. REMINGTON Model 700 LTR bolt-action rifles, cost: \$1000, quantity: 3. These rifles are chambered in .308 / 7.62mm and have 20-inch barrels. These rifles may be issued to qualified SWAT sniper/observers and used in an overwatch capacity.
- ii. HK UMP 45, cost \$1000, quantity 4, chambered in .45 ACP, 7.8” barrel. With the UMP, Heckler & Koch has developed a versatile submachine gun the likes of which did not exist before on the world market. A weapon that can cover three calibres simply by exchanging a few assemblies: 9 mm x 19, .40 S&W and .45 ACP. The UMP combines top-rate performance with simple handling and high safety standards. The modular fibre-reinforced polymer receiver guarantees the necessary ruggedness with minimised overall weight. As a typical member of the HK family of weapons, the UMP is a highly-effective, economical alternative for military and law enforcement applications. All four rifles are issued exclusively to the SWAT team.
- iii. WINCHESTER M14 semi automatic cost: \$0, quantity: 8 Obtained at no cost, less shipping, from LESO/1033 program. Chambered in 7.62/.308 cal.
- iv. Colt M16A1, cost \$0, quantity 16. Obtained at no cost, less shipping, from LESO/1033 program. Chambered in 5.56mm/.223 cal.
- v. FEDERAL GOLD MEDAL .308 168GR and 175GR RIFLE ROUNDS, cost: \$415 per case of 500, quantity: 4 cases total. The Federal Gold Medal .308 Winchester ammunition is new production ammo that features a 168 or 175 Grain Sierra MatchKing Hollow Point Boat Tail bullet, a non- corrosive boxer primer and the .308 Winchester ammunition is brand new never fired virgin brass casing that can be reloaded up to seven times for those shooters that reload their .308 Winchester ammunition. Sierra MatchKing Boat-tail bullet with Federal’s proprietary delivery system. This ammunition is commercially available.

b. Purpose

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun; to defeat body armor; to meet or exceed a suspect’s firepower in situations; to be used when personnel reasonably anticipate an armed encounter; to be used when a suspect is barricaded or a hostage has been taken.

c. Authorized Use

Only personnel who are received the required POST-approved training course regarding the use of rifles are permitted to carry and deploy them. 5.56mm/.223 cal AR-15 style rifles are standard issue for deputy sheriffs.

d. Lifespan

The lifespan of individual firearms greatly varies depending on a wide range of factors, including assignment and associated frequency of training. For example, SWAT operators train more frequently than other units, and thus the useful lifespan of their equipment is often reduced. The following are estimated lifespans:

AR-15 style patrol rifles: 10-15+ years.

HK UMP: 5-10 years

.308 Winchester M14: 25-40 years

Ammunition – No expiration.

e. Fiscal Impact

Annual maintenance varies greatly depending on use and rifle type, generally \$50 or less per rifle; semi-automatic.308 rifles estimated at \$75-\$100 per rifle.

f. Training

Prior to carrying any rifle on duty, personnel must be certified by POST instructors pursuant to POST Commission Regulation 1081 (a 16-hour rifle course). All personnel that are authorized to carry a rifle on duty are required to pass regular range qualifications. Furthermore, all personnel that are authorized to carry and deploy a .308 caliber rifle must have successfully completed a POST approved basic sniper/observer course (40 hours) and be assigned with the SWAT team.

g. Legal and Procedural Rules

It is the policy of PCSO to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

ORDINANCE NUMBER 2024-_____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481

The Board of Supervisors of the County of Plumas hereby ordains as follows:

SECTION 1. FINDINGS AND PURPOSE.

- A. On September 20, 2021, Governor Gavin Newsom signed Assembly Bill ("AB") 481 into law, which is codified at Government Code section 7070 et. Seq.
- B. The legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire and/or use military equipment, as defined under AB 481.
- C. AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by an ordinance adopting a military equipment use policy prior to taking certain actions relating to funding, acquisition, and/or use of military equipment.
- D. AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing board within one year of approval, and annually thereafter so long as the military equipment is available for use.
- E. AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy.
- F. The Board of Supervisors believes that with respect to the attached Military Equipment Policy for the Sheriff's Office: 1) the identified equipment is necessary because there is no suitable alternative that can achieve the same objective of officer and civilian safety; 2) the policy will serve to safeguard the public's welfare,

safety, civil rights and civil liberties; 3) in future instances in which equipment is to be purchased, the equipment will be reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and 4) corrective action has to be taken, as necessary, to ensure that prior nonconforming use of military equipment is in compliance with these new policies.

SECTION 2.

The attached policy titled "Military Equipment Use Policy", shall be added to the Plumas County Sheriff's Office Policy Manual.

SECTION 3. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. EFFECTIVE DATE.

This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED this 21st day of May 2024, by the following vote:

AYES:

NOES:

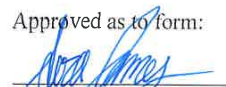
ABSENT:

Gregory Hagwood, Chair,
Plumas County Board of Supervisors

ATTEST:

Allen Hiskey,
Clerk of the Board

Approved as to form:


Sara James, Attorney
County Counsel's Office



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: May 14, 2024

SUBJECT: Adopt **RESOLUTION** authorizing Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** authorizing Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

The United States Department of Justice (DOJ), Drug Enforcement Administration (DEA) provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. The Sheriff's Office receives this funding for the DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP).

Action:

Adopt **RESOLUTION** authorizing Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

(No General Fund Impact) Program funded by DEA.

Attachments:

1. 2024-30 Resolution
2. DOJ Agreement #2024-30

RESOLUTION NO. 24-_____

AUTHORIZING THE SHERIFF TO EXECUTE AN AGREEMENT WITH THE DRUG
ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT
OF JUSTICE (DOJ)

WHEREAS the U.S. Department of Justice, Drug Enforcement Administration (DEA) has authority to grant funding to local law enforcement agencies conducting marijuana eradication and suppression efforts.

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of the County of Plumas is authorized, on behalf of this Board of Supervisors, to participate in the program known as the DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP) and sign Agreement #2024-30 with the DEA, including any amendments of modification thereof; provided, however, that any amendments shall be subject to approval by the Purchasing Agent or this Board to the extent such approval is required by the Purchasing Policy or other County policy.

BE IT FURTHER RESOLVED that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the _____ day of _____, 2024 by the following:

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:


Joshua Brachtel, Attorney
County Counsel's Office



**U.S. Department of Justice
Drug Enforcement Administration**

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2024-30

THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), DRUG ENFORCEMENT ADMINISTRATION (DEA), provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below, Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication and suppression operations including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria is not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking.

This Letter of Agreement (LOA) is entered into between the **PLUMAS COUNTY SHERIFF'S DEPARTMENT**, hereinafter referred to as (***THE AGENCY***), and the DEA, because DEA has determined that (***THE AGENCY***) has satisfied the criteria under either and/or both **Option 1 or Option 2**. In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the ***State of California***. The parties hereto agree that it is to their mutual benefit to cooperate in the investigation of drug trafficking organizations involved in marijuana trafficking, the location and eradication of illicit cannabis plants, and the prosecution of those cases before the courts of the United States (U.S.) and/or the courts of the ***State of California***. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

As used in this Letter of Agreement, the terms “marijuana” and “illicit cannabis” only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the Controlled Substances Act (CSA) (21 U.S.C. § 802(16)).

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis and related money laundering activity to include the complete name and nationality of any individuals associated with eradication and suppression operations. NOTE: If only the registered property owner(s) associated with indoor/outdoor grows is known, that information should be provided.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. Capture, maintain, and share data and statistics with DEA on its marijuana eradication efforts.
 - g. Follow all applicable state laws and guidelines.
 - h. **FOR AGENCIES FUNDED UNDER OPTION 2.** Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including, but not limited to investigations targeting drug trafficking organizations involved in marijuana trafficking.
 - i. **MANDATORY requirement for THE AGENCY to utilize the interim replacement for the Web-based DEA internet Capability Endeavor (DICE) until the permanent replacement is operational or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - j. Submit electronically a DEA Monthly Accounting Report, with a copy of **THE AGENCY's** general ledger that clearly identifies all expenses claimed on the Monthly Accounting Report. If applicable, include invoices for all expenses of \$2,500.00 or more for aircraft expenses, clothing and protective gear, equipment, supplies and materials, training, travel, and rental and/or leasing of vehicles or aircrafts. When overtime is claimed, the Overtime Tracker Spreadsheet is also required listing the officer's name, hours worked, and pay as reported on the Monthly Accounting Form.

2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be consistent with California law and solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication and suppression program activities in a manner consistent with the CSA, 21 U.S.C. § 801 et seq.
3. DEA will provide to **THE AGENCY** Federal funds in the amount of **TWENTY EIGHT THOUSAND DOLLARS (\$28,000.00)** for the period of October 1, 2023 to September 30, 2024, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication and suppression of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. However, funding may be provided for applications and tools used to map marijuana grow sites, but not to reimburse costs of standard police equipment. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed."

THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication/suppression activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication and suppression process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale, Rest of United States (RUS) and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When DCE/SP funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

All purchases of equipment, supplies, and other resources must be requested in writing and specify whether these items will be purchased under criteria Option 1 and/or Option 2 as indicated on Page 1 of this agreement through the respective DEA Division, **to the Investigative Support Section (ODS)**. Requests must include manufacturer specifications, pricing of the item (including tax, if applicable) to be purchased, and justification for the purchase. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. All requests for purchases must be received by HQ/ODS by July 30th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per DOJ, none of the funds allocated to **THE AGENCY** may be used to purchase promotional items, gifts, trinkets, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:
- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
 - (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**'s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.
9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY24 (10/01/2023 through 09/30/2024)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.
11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the DOJ Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for **six** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.
13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.
16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and completion of the overtime spreadsheet tracker. If applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. The report should be submitted electronically to the DEA Regional Contractor by October 31st.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (30) day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** before the notice of termination. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. **THE AGENCY** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAMS. The UEI is required when there is a need for more than one.

THE AGENCY may obtain the UEI via the internet (www.sam.gov) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI are free of charge.

Note: It is *THE AGENCY's* responsibility to update their SAM registration annually or whenever a change occurs.

Failure to abide by the terms of the LOA, or provide the required reports, may result in the cancellation of the current LOA and jeopardize future funding.

THE AGENCY's current UEI is KKF4RD58DB89.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on 04/25/2024.

(PLUMAS COUNTY SHERIFF'S DEPARTMENT)

Printed Name & Signature: _____

Title: Todd Johns, Sheriff-Coroner Date: _____

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____

Special Agent in Charge, San Francisco Field Division Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

[2024/AFF-B-OP-OD/8210000/DEA-JLE-JDCE-OD009](#)

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.



U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section (ODS)
DEA Headquarters

www.dea.gov

October 1, 2023

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:	<u>County of Plumas</u>
Account Number:	<u></u>
Name of Bank/Financial Institution:	<u></u>
Address of Bank/Financial Institution:	<u></u>
Telephone Number of Bank/Financial Institution:	<u></u>
Contact Person of Bank/Financial Institution:	<u></u>
Bank/Financial Institution ABA Number:	<u></u>
State-Local Agency Name / LOA Number:	<u>Plumas County Sheriff's Office/2024-30</u>
E-mail Address for Agency's Financial/ Accounting Section for Transfer Notifications:	<u>ronitowery@countyofplumas.com</u>

Julie White, Treasurer-Tax Collector
Authorized Agency Representative (Name & Title)

Signature of Authorized Agency Representative

Date

Investigative Support Section (ODS)
DEA Headquarters



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

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;

(c) 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 (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Plumas County Sheriff's Office
1400 E. Main Street
Quincy, CA 95971

2. Application Number and/or Project Name

2024-30

3. Grantee IRS/Vendor Number

94-6000528

4. Typed Name and Title of Authorized Representative

Todd Johns, Sheriff

5. Signature

6. Date



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Agency Name & LOA Number: **Plumas County Sheriff's Office /2024-30**



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Mike Grant, Deputy Sheriff II - Communication Coordinator

MEETING DATE: May 14, 2024

SUBJECT: Approve and authorize the Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Custom Truck Accessories for modification to a Jeep for search and rescue operations; effective April 16, 2024; not to exceed \$26,000; (No General Fund Impact) using Title III funding; approved as to form by County Counsel; discussion and possible action

Recommendation:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Custom Truck Accessories for modification to a Jeep for search and rescue operations; effective April 16, 2024; not to exceed \$26,000; (No General Fund Impact) using Title III funding; approved as to form by County Counsel; discussion and possible action

Background and Discussion:

Previously the Sheriff's Office applied for and was awarded a grant under Title III for the replacement of a search and rescue vehicle. Subsequently, the BOS approved the acquisition and modification of the vehicle for SAR operations. Multiple vendors were contacted to provide quotes for the needed modifications and four responded with pricing. Custom Truck Accessories was selected not only for the lowest cost but also for the shortest time frame to complete the work.

Action:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Custom Truck Accessories for modification to a Jeep for search and rescue operations; effective April 16, 2024; not to exceed \$26,000; (No General Fund Impact) using Title III funding; approved as to form by County Counsel; discussion and possible action

Fiscal Impact:

(No General Fund Impact) This contract will be paid for using Title III funds.

Attachments:

1. Custom Truck Accessories -3146 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Custom Truck Accessories, a NV Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty six thousand Dollars (\$ 26,000).
3. Term. The term of this agreement shall be from April 16, 2024 through July 1, 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

COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS



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

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

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

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

____ COUNTY INITIALS

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CONTRACTOR INITIALS

HM

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

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

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

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

COUNTY INITIALS

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CONTRACTOR INITIALS

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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.

____ COUNTY INITIALS

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CONTRACTOR INITIALS

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

County:

Sheriff's Office
County of Plumas
1400 E Main St
Quincy, CA 95971
Attention: Mike Grant

Contractor:

Name: Custom Truck Accessories
Street address: 385 Kietzke Ln
City, state, zip: Reno, NV 89502
Attention: Ben Freedman

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

COUNTY INITIALS

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CONTRACTOR INITIALS

[Handwritten initials]

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.

COUNTY INITIALS

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CONTRACTOR INITIALS

Handwritten signature/initials

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

CONTRACTOR:

Name: Custom Truck Accessories
a Corporation

By: H. Martindale
Name: Herschel MARTINDALE
Title: PRESIDENT
Date signed: 4-16-24

By: Charles Dame
Name: Charles Dame
Title: CFO
Date signed: 4-16-24

COUNTY:

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

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

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

Approved as to form:

[Signature]
Joshua Brechtel, Attorney
County Counsel's Office

____ COUNTY INITIALS

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CONTRACTOR INITIAL CD

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COUNTY INITIALS

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CONTRACTOR INITIALS

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EXHIBIT A

Scope of Work

See Attached Quote.

____ COUNTY INITIALS

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CONTRACTOR INITIALS

A handwritten signature in black ink, appearing to be 'JPM', is written over the 'CONTRACTOR INITIALS' line.

EXHIBIT B

Fee Schedule

See attached quote.

____ COUNTY INITIALS

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CONTRACTOR INITIALS

A handwritten signature in black ink, consisting of stylized initials, is written over the 'CONTRACTOR INITIALS' label.



Custom Truck Accessories, Corp.

385 Kietzke Lane
Reno, NV 89502
Phone: (775) 329-5111
Fax: (775) 329-8861
sales@ctareno.com
www.customtruckaccessories.com

PROPOSAL

Proposal ID	Date
23114	3/4/2024
Sales Person	Page
Ben	1 of 2

Proposal To:

Mike Grant
Phone: (530) 514-3268
Contact: Mike Grant

Ship To:

Pickup

Decision Maker	Ship Date	Ship Via	Description	Terms	
		Pickup	JEEP WRANGLER JL 3.5 ENFORCER OVERLAND LIFT STAGE	Cash/Check/Credit Card	
Quantity	Product ID	Description		Unit	Amount
1.00	EVOEVO3014S4PK2	JEEP WRANGLER JL 3.5 ENFORCER OVERLAND LIFT STAGE 4 PLUS W/ SPEC KING 2.0 SHO		4,808.99	4,808.99
10.00	LABORHOURLY	LABOR - BY THE HOUR Install EVO Suspension Lift Kit		145.00	1,450.00
1.00	SERVICEALIGNMENT	Service - Alignment		145.00	145.00
		Mileage:			
		VIN#			
1.00	AEV12301100AA	BumperFrontJeJL18CuEXHighlineCorner Front AEV EX Highline Corner Bumper; Jeep JL & Gladiator		2,299.99	2,299.99
1.00	AEV12301061AA	RXWinchMount		196.99	196.99
1.00	AEV12301095AB	FRONT TRAIL CAM RELOCATION KIT FOR RX/EX FRONT BUMPER		179.99	179.99
1.00	AEV38060002AB	RX7000LightMountingKit		135.99	135.99
1.00	AEV30407073AA	7000SeriesLedOffRoadLightKit		1,119.99	1,119.99
1.00	AEV30301073AB	AEV Front Bumper & Skid Plate Light Harness		126.99	126.99
1.00	WAR103253	Winch VR10-S Vehicle Mounted; Vehicle Recovery Winch; 12 Volt Electric; 10000 Pound Line Pull Capacity; 90 Foot Synthetic Rope; Hawse Fairlead; Wired Remote; Planetary Gear Drive; Requires Winch Carrier or Winch Mount Depending On Application Only If Listed		879.99	879.99
7.50	LABORHOURLY	LABOR - BY THE HOUR Install Front AEV Bumper, Warn Winch, and AEV Off Road Lights		145.00	1,087.50
1.00	AEV12302000AC	Rear Bumper JL 18' Cu		1,269.99	1,269.99
1.00	AEV12302500AA	Tire Carrier		1,089.99	1,089.99
1.00	AEV12302020AA	Rear Bumper Flare Extension Kit - High Flare Rubicon		115.99	115.99
1.00	AEV12302021AA	Rear Splash Guards - High Flare Rubicon		167.99	167.99
1.00	AEV12302015AA	Rear Bumper Auxilliary Backup Light Mount		23.99	23.99
5.00	LABORHOURLY	LABOR - BY THE HOUR Install Rear AEV Bumper w/ AEV Tire Carrier		145.00	725.00
5.00	MRW790501312N	WHEELS MR319, 17X9, -12MM OFFSET, 5X5, 71.		299.99	1,499.95
5.00	TOY355960	Tire 35x12.50R17 AT3 Open Country A/T III LT35 x 12.50R17; All Terrain Light Truck & SUV; Steel Belted; Radial; Black Sidewall; Tubeless; Non-Directional Tread Design; Limited Warranty/ 50000 Mile Tread Wear Warranty;		409.99	2,049.95

Continued on Next Page



Custom Truck Accessories, Corp.

385 Kietzke Lane
Reno, NV 89502
Phone: (775) 329-5111
Fax: (775) 329-8861
sales@ctareno.com
www.customtruckaccessories.com

PROPOSAL

Proposal ID	Date
23114	3/4/2024
Sales Person	Page
Ben	2 of 2

Proposal To:

Mike Grant
Phone: (530) 514-3268
Contact: Mike Grant

Ship To:

Pickup

Decision Maker	Ship Date	Ship Via	Description	Terms	
		Pickup	JEEP WRANGLER JL 3.5 ENFORCER OVERLAND LIFT STAGE	Cash/Check/Credit Card	
Quantity	Product ID	Description		Unit	Amount
1.00	SERVICETIREMOUNT	Load Range E; Service Rating 121R (3197 Pounds Max Load/ 106 MPH Speed Rating); Fits 8.0 Inch Through 10.5 Inch Wide Wheels; 17/32 Inch Tread Depth; 65 PSI Max Pressure; DOT Street Approved Service - Tire Mounting		145.00	145.00
		Mileage:			
23.00	W/PLUGBLACK	VIN#	LUGBLACK	2.99	68.77
1.00	W/PLUGKEY		LUGKEY	9.99	9.99
1.00	FREIGHTIN		FREIGHT - IN	250.00	250.00
1.00	RNR52108F		Roof Rack Platform Pioneer Fits Rhino Rack's Roof Rack; 72 Inch Length x 56 Inch Width x 2 Inch Height; Reinforced Nylon And Aluminum; With One Roof Rack Platform/ Three Roof Rack Cross Bar Mounting Kit/ Two Roof Rack Mounting Kit	1,220.99	1,220.99
1.00	RNRRCL6		Rhino - RCL Locking Leg (x6)	253.99	253.99
1.00	RNRRJLB1		Rhino - BackboneJeJL18Cu	607.99	607.99
5.00	LABORHOURLY		LABOR - BY THE HOUR Install Rhino Rack Pioneer Roof Rack	145.00	725.00
1.00	LDBJRS1841		18-C WRANGLER SIGNATURE SERIES FRAME MOUNTED 4 DOOR ROCKSLIDERS BLACK POWDER COA	998.99	998.99
1.50	LABORHOURLY		LABOR - BY THE HOUR	145.00	217.50
1.00	FREIGHTIN		FREIGHT - IN	90.00	90.00
1.00	LABORHOURLY		LABOR - BY THE HOUR Install Customer Provided Off Grid Modular Floor System and Drawer System	145.00	145.00

2021+ Jeep Wrangler Rubicon Unlimited - V6 Gas

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Proposal is valid until Thursday, March 14, 2024

Signature _____

Date _____

Subtotal 24,107.49

Sales Tax 1,580.89

TOTAL 25,688.38



PLUMAS COUNTY LIBRARY DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Dora Mitchell, Librarian

MEETING DATE: May 14, 2024

SUBJECT: Approve closure of Quincy library from May 15th- June 2nd, 2024, for installation of new carpeting; (No General Fund Impact) no funds required. Roll call vote.

Recommendation:

Approve closure of Quincy library from May 15th- June 2nd, 2024, for installation of new carpeting; (No General Fund Impact) no funds required. **Roll call vote.**

Background and Discussion:

Facilities Services has contracted with Universal Carpet to install new carpeting in the Quincy Library. The entire library will be re-carpeted, including the back office and Literacy office, with the project set to begin on Monday, May 20th, 2024. At the same time, new flooring will be installed in the public bathroom and new ADA-compliant doors will be installed on the Jackson Street entrance of the library.

This project will require moving the entire book collection, shelving units, office equipment, supplies, and furniture. We plan to close on Wednesday, May 15th, to allow adequate time for Library and Facilities staff time to pack and move items safely. The flooring installation is estimated to take a week and a half. We anticipate being able to reopen on Monday, June 3rd.

Signs notifying the public of the closure dates have been posted at the library, and a press release has been sent to the Plumas Sun. Closure information has also been posted on the Library's website and Facebook page.

Staff will continue to work normal hours during the closure to move the collection and respond to patron calls and emails. If possible, curbside service will be provided, depending on accessibility of the collection. Staff will also continue to carry out administrative tasks as usual as soon as the back office and Literacy office areas are completed.

Action:

Approve closure of Quincy library from May 15th- June 2nd, 2024, for installation of new carpeting; (No General Fund Impact) no funds required. **Roll call vote.**

Fiscal Impact:

(No General Fund Impact) no funds required.

Attachments:

None



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: May 14, 2024

SUBJECT: Approve and authorize Chair to sign a Settlement Agreement and Release between Plumas County and USA Waste of California, Inc. dba Feather River Disposal, for waiver of underpayment/overpayment of fees that occurred between April 2017 and December 2023; effective May 14, 2024; (General Fund Impact) this is a non-budgeted item; approved as to form by County Counsel; **Four/Fifths Roll Call Vote**

Recommendation:

Approve and authorize Chair to sign a Settlement Agreement and Release between Plumas County and USA Waste of California, Inc. dba Feather River Disposal, for waiver of underpayment/overpayment of fees that occurred between April 2017 and December 2023; effective May 14, 2024; (General Fund Impact) this is a non-budgeted item; approved as to form by County Counsel; **Four/Fifths Roll Call Vote**

Background and Discussion:

On or about March 31, 2017, USA Waste of California, Inc. (WM) and Plumas County (County) executed a Franchise Agreement with WM paying County a 6% franchise fee on a quarterly basis, pursuant to Article 11.

On or about July 20, 2021, the franchise fee was raised from 6% to 8.5% for transfer station rates. C. On or about February 15, 2022, the franchise fee was raised from 6% to 8.5% for curbside collection.

On or about October 2023, the parties discovered that though WM has collected the increased franchise fee of 8.5% from customers, WM had continued to pay County the 6%. This resulted in an underpayment of \$151,358.30 to the County (the "Underpayment"). The parties agree that the attached Exhibit A is an accurate representation of the total underpayment that occurred.

On or about February 2024, it was determined that WM had been paying the County franchise fees that included fees received from Chester Public Utilities District and American Valley Community Services District, however, those fees were not included in the franchise agreement. This resulted in an overpayment of \$396,414.86 to the County (the "Overpayment"). The parties agree that the attached Exhibit A is an accurate representation of the total overpayment that occurred.

As a result of the above, the County is entitled to payment in an amount equal to the Underpayment and WM is entitled to payment in an amount equal to the Overpayment. The County and WM desire to settle all disputes between them regarding the above-referenced Underpayment and Overpayment that occurred from April 2017 through December 2023

Action:

Approve and authorize Chair to sign a Settlement Agreement and Release between Plumas County and USA Waste of California, Inc. dba Feather River Disposal, for waiver of underpayment/overpayment of fees that occurred between April 2017 and December 2023; effective May 14, 2024; (General Fund Impact) this is a non-budgeted item; approved as to form by County Counsel; **Four/Fifths Roll Call Vote**

Fiscal Impact:

General Fund Impact

Attachments:

1. 24-172 FINAL

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between the **COUNTY OF PLUMAS (“County”)** and **USA WASTE OF CALIFORNIA, INC. dba FEATHER RIVER DISPOSAL (“WM”)**. County and WM may be collectively referred to as the “Parties” or individually as a “Party.” This Agreement consists of a compromise and settlement by each party of that party's claims against the other party, and a release given by each party to the other certain claims against the other. By executing this Agreement, each of the parties intends to and does hereby extinguish the described obligations heretofore existing between them. This Agreement is not, and shall not be treated as, an admission of liability by either party for any purpose.

RECITALS

A. On or about March 31, 2017, USA Waste of California, Inc. (WM) and Plumas County (County) executed a Franchise Agreement with WM paying County a 6% franchise fee on a quarterly basis, pursuant to Article 11.

B. On or about July 20, 2021, the franchise fee was raised from 6% to 8.5% for transfer station rates.

C. On or about February 15, 2022, the franchise fee was raised from 6% to 8.5% for curbside collection.

D. On or about October 2023, the parties discovered that though WM has collected the increased franchise fee of 8.5% from customers, WM had continued to pay County the 6%. This resulted in an underpayment of \$151,358.30 to the County (the “Underpayment”). The parties agree that the attached Exhibit A is an accurate representation of the total underpayment that occurred.

E. On or about February 2024, it was determined that WM had been paying the County franchise fees that included fees received from Chester Public Utilities District and American Valley Community Services District, however, those fees were not included in the franchise agreement. This resulted in an overpayment of \$396,414.86 to the County (the “Overpayment”). The parties agree that the attached Exhibit A is an accurate representation of the total overpayment that occurred.

F. As a result of the above, the County is entitled to payment in an amount equal to the Underpayment and WM is entitled to payment in an amount equal to the Overpayment. The County and WM desire to settle all disputes between them regarding the above-referenced Underpayment and Overpayment that occurred from April 2017 through December 2023.

Settlement Agreement

Page 2

TERMS OF AGREEMENT

In consideration of the mutual terms, covenants, conditions, and releases in this Agreement, the Parties agree as follows:

1. The Recitals stated above are hereby incorporated.
2. The Parties agree that neither Party will seek payment resulting from either the Overpayment or Underpayment discussed above.
3. The County and WM agree to release and forever discharge the other Party, including its officers, directors, board members, agents, employees, insurers, successors, and assigns, from any and all claims, actions, causes of action, administrative proceedings, liability, demands, damages, costs, interest, expenses and/or compensation of any nature whatsoever, whether known or unknown, suspected or not suspected to exist, claimed or not claimed, arising from or related to the Underpayment or Overpayment that occurred from April 2017 through December 31, 2023. It is expressly agreed and understood that this is a general release.
4. The Parties understand that they may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist. The Parties understand and intend that, if the facts pertaining in any way to the underpayment or overpayment are later found to be different from the facts now believed to be true by any Party, each of them expressly accepts the risk of such possible differences in facts and agrees that this Agreement shall remain effective notwithstanding such differences.
5. The Parties agree that all rights under Civil Code of California section 1542 is hereby waived. California Civil Code section 1542 states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

With respect to the matters herein released only, the Parties waive and relinquish any right or benefit which they have or may have under the California Civil Code section 1542.

6. This Agreement has been reached after thorough bargaining and negotiation and represents a final, mutually agreeable compromise. Neither this Agreement, nor any of its provisions, shall be offered or received into evidence in any action or proceeding as an admission or concession of liability or wrongdoing of any nature on the part of any Party, or as an admission or concession by any Party concerning the merits of any claims resolved by this Agreement.
7. The Parties agree to bear their own attorney fees and costs incurred in resolving this dispute.

Settlement Agreement

Page 3

8. The Parties agree that they received no inducement, promise, or offer of any kind whatsoever except for the consideration set forth in this Agreement, and that this Agreement is executed without reliance on any statement or representation by those released, or their representatives, or anyone, other than the sole consideration described herein.

9. The laws of the State of California shall govern this Agreement. If either Party files a lawsuit to enforce or interpret this Agreement, then the prevailing Party shall be entitled to reasonable attorney fees and costs.

10. 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.

11. 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.

12. 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. The Parties each represent that they know and understand the contents of the Agreement and that this Agreement has been executed voluntarily. The Parties acknowledge that they have consulted with an attorney of their choosing and that they have been fully advised by the attorney with respect to their rights and obligations and with respect to the execution of this Agreement.

13. Each Party warrants that it has not assigned or transferred to any person or entity any matter released herein. Each Party warrants that it has not filed or served any claim, demand, suit or legal proceedings against the other Party related to the Services for the time period released herein which is now pending.

14. 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.

15. This Agreement may be executed in counterparts, and the counterparts, when fully executed by each of the Parties' representatives, shall constitute one and the same Agreement. Signatures sent by fax or .pdf format shall be deemed originals and treated in all respects as originals. This Agreement will be deemed fully executed and effective on the date approved by the County's Board of Supervisors.

///

///

///

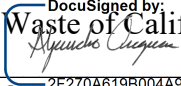
Settlement Agreement

Page 4

16. The persons executing this Agreement represent and warrant they each have the express authority to execute this Agreement and to bind the Party on whose behalf they sign.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates indicated below.

DATED: 05/08/2024
_____, 2024

DocuSigned by:
USA Waste of California, Inc.
By: 
2F270A619B004A9...
Alex Oseguera
President

DocuSigned by:
David Stratton
By: 
BE615D4CF38244B...
David Stratton
Vice President/Assistant Secretary

DATED: _____, 2024

PLUMAS COUNTY

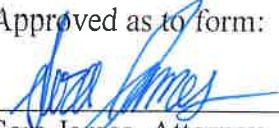
By: _____
Greg Hagwood, Chair
Board of Supervisors

DATED: _____, 2024

Attest:

By: _____
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:



Sara James, Attorney
County Counsel's Office

Settlement Agreement
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ATTACHMENT A

WM Franchise Fee Audit

	Invoice's			Deduct AVCS	Correct	Correct	Difference	Difference owed
2017	Total Cash Rec.	Paid	Calc	& CPUD Cash Rec.	Total Cash Rec.	6%	owed to FRD	to Solid Waste
Q2	\$ 739,969.72	\$ 44,398.18	6.00%	\$ 230,926.65	\$ 509,043.07	\$ 30,542.58	\$ 13,855.60	
Q3	\$ 925,625.91	\$ 55,537.55	6.00%	\$ 244,608.80	\$ 681,017.11	\$ 40,861.03	\$ 14,676.52	
Q4	\$ 646,296.50	\$ 45,132.16	6.98%	\$ 243,399.08	\$ 402,897.42	\$ 24,173.85	\$ 20,958.31	
2018								
Q1	639,604.22	35,155.90	5.50%	\$ 233,720.16	\$ 405,884.06	\$ 24,353.04	\$ 10,802.86	
Q2	755,359.21	30,202.59	4.00%	245672.42	\$ 509,686.79	\$ 30,581.21	\$ (378.62)	
Q3	904,489.74	54,269.38	6.00%	204688.55	\$ 699,801.19	\$ 41,988.07	\$ 12,281.31	
Q4	776,691.67	46,601.50	6.00%	250521.25	\$ 526,170.42	\$ 31,570.23	\$ 15,031.27	
2019								
Q1	663,878.35	39,832.70	6.00%	259325.97	\$ 404,552.38	\$ 24,273.14	\$ 15,559.56	
Q2	851,932.46	51,115.95	6.00%	273957.86	\$ 577,974.60	\$ 34,678.48	\$ 16,437.47	
Q3	1,056,869.48	63,412.17	6.00%	280653.97	\$ 776,215.51	\$ 46,572.93	\$ 16,839.24	
Q4	943,481.45	56,608.89	6.00%	287094.19	\$ 656,387.26	\$ 39,383.24	\$ 17,225.65	
2020								
Q1	779,704.31	46,782.26	6.00%	264565.57	\$ 515,138.74	\$ 30,908.32	\$ 15,873.94	
Q2	899,340.25	53,960.42	6.00%	261001.59	\$ 638,338.66	\$ 38,300.32	\$ 15,660.10	
Q3	1,173,268.84	66,845.88	5.70%	292287.46	\$ 880,981.38	\$ 52,858.88	\$ 13,987.00	
Q4	1,116,209.68	66,972.58	6.00%	296067.42	\$ 820,142.26	\$ 49,208.54	\$ 17,764.04	
2021								
Q1	865,810.47	51,948.63	6.00%	283672.43	\$ 582,138.04	\$ 34,928.28	\$ 17,020.35	
Q2	1,063,406.96	63,804.42	6.00%	290341.48	\$ 773,065.48	\$ 46,383.93	\$ 17,420.49	
Q3	847,855.29	50,855.29	6.00%	163382.34	\$ 684,472.95	\$ 41,068.38	\$ 9,786.91	
Q4	995,666.89	59,740.01	6.00%	255334.29	\$ 740,332.60	\$ 44,419.96	\$ 15,320.05	
2022								Added 2.5%
Q1	858,441.96	51,506.52	6.00%	239934.62	\$ 618,507.34	\$ 37,110.44	\$ 14,396.08	\$ 15,462.68
Q2	998,562.32	59,913.74	6.00%	254929.48	\$ 743,632.84	\$ 44,617.97	\$ 15,295.77	\$ 18,590.82
Q3	1,173,266.42	70,395.99	6.00%	268523.93	\$ 904,742.49	\$ 54,284.55	\$ 16,111.44	\$ 22,618.56
Q4	947,202.89	56,832.17	6.00%	259218.37	\$ 687,984.52	\$ 41,279.07	\$ 15,553.10	\$ 17,199.61
2023								
Q1	796,437.59	40,803.31	5.12%	261049.32	\$ 535,388.27	\$ 32,123.30	\$ 8,680.01	\$ 13,384.71
Q2	955,173.96	57,310.44	6.00%	258701.93	\$ 696,472.03	\$ 41,788.32	\$ 15,522.12	\$ 17,411.80
Q3	1,338,964.23	80,337.85	6.00%	287085.15	\$ 1,051,879.08	\$ 63,112.74	\$ 17,225.11	\$ 26,296.98
Q4	1107544.98	66452.7	6.00%	291819.52	\$ 815,725.46	\$ 48,943.53	\$ 17,509.17	\$ 20,393.14

Total owed to FRD	Total owed to Solid Waste
\$ 396,414.86	\$ 151,358.30



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Zachary Gately, Grant Manager

MEETING DATE: May 14, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off-Highway Vehicle Trails work on various trails in Plumas National Forest; effective January 1, 2024; not to exceed \$257,087.00; no General Fund Impact; grant funded; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off-Highway Vehicle Trails work on various trails in Plumas National Forest.

Background and Discussion:

Plumas County has engaged Sierra Buttes Trail Stewardship (SBTS) as a partner on this project for several years. Typically, there are a couple of grant agreements each year for this work. Plumas County is the fiscal agent for this project, receiving funds from the State while SBTS completes the work. This agreement will allow this work to continue to move forward and request reimbursement from the State for work done thus far.

See EXHIBIT A-1 State Project Agreement attached for a detailed look at the project. Kindly find a summary of deliverables:

1. Trail/Road/Track Maintenance
 1. Maintain approximately seventy-eight (78) miles of open trails for "green sticker" vehicle use on the Mount Hough, Beckwourth, and Feather River Ranger Districts. Activities include but are not limited to trail tread conservation, repair and installation of erosion control features, brushing, hazardous tree removal, removal of fallen trees and vegetation from trails, piling, chipping, and armoring wet weather crossings.
2. Signing
 1. Installation, repair, and/or replacement of OHV-related signage.
3. Fencing/Barriers
 1. Installation, repair, and/or replacement of fencing to define the OHV trails, roads, areas.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off-Highway Vehicle Trails work on various trails in Plumas National Forest.

Fiscal Impact:

No General Fund Impact; all funds will be paid for with grant funds from California's Off-Highway Motor Vehicle Recreation Division of the Department of Parks and Recreation.

Attachments:

1. RESOLUTION No. 23-8780 approving the applicant to apply for grant funds from the state of Calif. Dept. of Parks and Rec. Off-Highway Vehicle Grant Fun
2. G23-03-84-G01 final with contractor signature

RESOLUTION NO. 23- 8780

**APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

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

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the **County Administrative Officer** as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

Approved and Adopted on the 4th day of April, 2023. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the **Board of Supervisors of the County of Plumas, State of California** following a roll call vote:

Ayes: Supervisor(s) Goss, McGowan, Hagwood, Engel, Ceresola

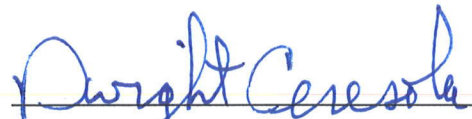
Noes: None

Absent: None

ATTEST:

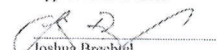


Clerk of the Board of Supervisors



Chair, Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel

Plumas National Forest Ground Ops Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its County Administrative Office department (hereinafter referred to as "County"), and **SIERRA BUTTES TRAIL STEWARDSHIP**, a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Two Hundred and Fifty Five Thousand Four Hundred Eighty Seven Dollars and 00/100 (\$255,487)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **December 31st, 2024**, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

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- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

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may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

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and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. 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.
21. 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.
22. 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 attorneys' 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, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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23. **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 thousands 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

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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.

24. 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 license as a Class _____ contractor, issued by the State of California, No. _____.
25. 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. 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.

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28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. 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.
36. 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:

County Administrative Officer
County of Plumas
520 Main St, RM 309
Quincy, CA 95971
Attention: Debra Lucero

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Contractor:

**Sierra Buttes Trail Stewardship
550 Crescent Street, Quincy, CA 95971**

Attention: Greg Williams

37. 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.
38. 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.
39. 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.
40. 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.
41. 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).

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- 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.
42. 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.
43. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

____ COUNTY INITIALS


CONTRACTOR INITIALS

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

CONTRACTOR:

Sierra Buttes Trail Stewardship,
a California non-profit corporation

By: 
Name: Greg Williams
Title: Executive Director
Date signed:

By: 
Name: Kyla Pascucci
Title: Secretary
Date signed:

COUNTY:

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

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

ATTEST:

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

Approved as to form:


Joshua Breehtel, Attorney
County Counsel's Office

____ COUNTY INITIALS

CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

Background: Contractor and Plumas County are mutually interested in providing maintenance on portions of the Mount Hough Trail System ("MHTS") as well as trails by Snake Lake and Claremont which includes developed motorized single track and motorized quad trails. These routes were created and currently exist on the landscape, but require maintenance to bring them up to U.S. Forest Service specifications and to provide vital linkages within the trail network. Plumas County has been selected to receive a grant from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, and funds from the grant (G16-03-84-G01) are to be used by Plumas County to complete the proposed project activities.

Purpose: The purpose of this agreement is to document the cooperation between the parties to perform maintenance on portions of 66 miles of motorized trail in Plumas County on the Plumas National Forest. 44.84 miles on the MHTS, 5.3 miles at Snake Lake, 9.4 miles on Clairemont, and 6.4 miles on Nelson Creek. Existing routes are overgrown, have overly steep running grades with minimal tread width. The tread is cupped with no out-slope and no drainage structures and heavy maintenance is needed. Maintenance will be performed in accordance with the following provisions and the Exhibits.

Incorporated Documents: The Project Agreement between the County and the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, No. G16-03-84-G01 ("State Project Agreement"), is attached hereto as Exhibit A-1 and hereby incorporated by reference into this agreement. Contractor shall not act in any way as to cause the County to breach the State Project Agreement.

In furtherance of these ends, Contractor shall:

1. Provide all labor and direct supervision, training, transportation, equipment, tools and other support as needed to complete the scope of work.
2. Perform maintenance on portions of the MHTS for approximately 44.84 miles of developed motorized single track and motorized quad trail on the Mount Hough Trail System as well as 9.4 miles at Claremont and 6.4 miles on Nelson Creek, 3.2 miles at Mt. Fillmore. The List of Trails is attached as Exhibit A-1. Existing routes are overgrown, have overly steep running grades with minimal tread width. The tread is cupped with no out-slope and no drainage structures and heavy maintenance will be used (approved by Mt. Hough - South Park Environmental Assessment, 2013) to clear the trail corridor of brush, root wad removal, tread widening to 24 with no less than 2% off-slope, installation of rolling dips and rock armored drainage features, rock armored tread surface and rock retaining walls with be placed where needed.
3. Brushing- Removal of excess vegetation from within the trail corridor. This will be accomplished using hand crews with chain saws and pruning shears, and Pulaskis for removing root wads. The area has seen extensive logging and has experienced both wildfires and controlled burns, stimulating rapid growth of Manzanita and brush. This expeditious growth

____ COUNTY INITIALS

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CONTRACTOR INITIALS GV

requires on-going brushing and root wad removal to ensure the trails are safe with open sight lines.

4. **Grooming-** Filling small ruts developed in the trail tread and removing slough material. Grooming is accomplished using hand crews with scraping tools, and in more severe cases, a mini excavator is used. While the Mount Hough Trail System is a newly designated OHV area, it has become extremely popular with the recreating public and receives heavy use from both motorized and non-motorized users.
5. **Tread Armoring-** Tread armoring is performed to protect from soil loss in areas where the grade is either too steep to sustain wheeled traffic or in low spots that develop puddles. Native rock is used in all tread armoring and requires the following tools and equipment: hand digging tools, mini excavator, Griphoist, Magnum Buster with charges, Pionjar rock drill and motorized wheelbarrow for rock transport. Proper tread armoring takes a considerable amount of time for a hand crew to perform; requiring large rocks (sometimes weighing in excess of 300 pounds) to be gathered, transported and perfectly placed.
6. **Volunteer Opportunities-** Volunteer workdays will be offered throughout the season and provide opportunities for the public to learn about and participate in the project and to learn Tread Lightly techniques and proper trail etiquette. Volunteers help maintain the tread and perform brushing.
7. **Vehicle barriers-** Repair and installation of signs and barriers to prevent OHV use off the trail system. Large rocks and logs will be used to keep users on the trail. Signs (recycled materials) will be replaced as needed. Several previously installed trail signs have been shot at, run over and otherwise destroyed by the public, leaving key trail intersections unmarked.
8. **Adhere to the minimum design parameter guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 (Exhibit A-2) on trails that would be best maintained using mechanized trail equipment. Single track motorcycle trails will have a designed tread width of 24". Design clearing height will be 6'-7' and clearing width of 36"-48" (light vegetation may encroach into clearing area. Quad trails will have a designated tread width of 50". Design clearing height will be 6'-7' and clearing width of 72" (light vegetation may encroach into clearing area).**
9. **Follow all specifications outlined in Forest Service EM-7720-103 to local conditions that will guide trail design and construction of user and environmentally friendly trails. Forest Service Trail Accessibility Guidelines (FSTAG) will guide accessibility issues.**
10. **Provide opportunities for the community to become engaged in a meaningful outdoor project through organized volunteer workdays.**
11. **Submit all reports as required in the State Project Agreement.**
12. **Submit semi-annual reports to the U.S. Forest Service. Performance reports must contain information on the following: (1) a comparison of actual accomplishments to the goals established for the period - where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful; (2)**

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CONTRACTOR INITIALS GV

reason(s) for delay if established goals were not met; (3) additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. These reports are due 30 days after end of each reporting period established by the U.S. Forest Service. The final performance report shall be submitted either with Contractor's final payment request, or separately.

13. If applicable, use any U.S. Forest Service vehicles and equipment only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement. Maintain such vehicles and equipment according to the schedule listed in their owner's manuals and usual and customary standards of maintenance.

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EXHIBIT A-1

State Project Agreement

See attached

____ COUNTY INITIALS

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CONTRACTOR INITIALS Cow

EXHIBIT B

Fee Schedule

1. Contractor shall be reimbursed in accordance with the State Project Agreement, attached hereto as Exhibit A-1. Contractor shall prepare and submit to County all documentation required by the State of California under the State Project Agreement for reimbursements under the grant, and County shall then transmit such documentation to the State of California. When County receives reimbursements under the grant from the State of California, County shall then pay Contractor any portions of the reimbursement allocable to the work performed by Contractor. At County's discretion, County may pay such reimbursements in advance of receipt of funds from the State.
2. County shall not be responsible for making payments to Contractor in excess of the amounts actually received by the County from the State of California pursuant to the grant described in the State of Project Agreement, in response to a claim for reimbursement submitted for work performed by Contractor. If the State of California denies any claim for reimbursement arising from work performed by Contractor under this Agreement, the County shall not be liable for paying such claim to Contractor. If County has advanced funds to contractor in anticipation of reimbursement from the State and subsequently the State denies such claim for reimbursement, Contractor shall be responsible for reimbursing County for the advanced funds that were the subject of the States denial.
3. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

____ COUNTY INITIALS

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CONTRACTOR INITIALS



State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G23-03-84-G01 PROJECT TYPE: Ground Operations

GRANTEE: Plumas County

PROJECT TITLE: Ground Operations

PROJECT PERFORMANCE PERIOD: FROM 01/01/2024 THROUGH 12/31/2024

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$257,087.00** (Two Hundred Fifty Seven Thousand Eighty Seven and 00/100)

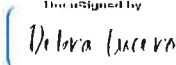
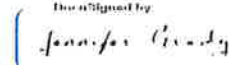
THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE

ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: <small>The undersigned by</small> 	AUTHORIZED SIGNATURE: <small>The undersigned by</small> 
AUTHORIZED NAME: Debra Lucero	AUTHORIZED NAME: Jennifer Grady
TITLE: County Administrative Officer	TITLE: Grants Manager
DATE: 3/13/2024	DATE: 3/13/2024

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-35-021		SUPPLIER ID NUMBER: 0000004988		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62685	CHARGE AMOUNT: 257,087.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 12	ENY/STATUTE 2023	FISCAL YEAR: 2023/2024

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023

Agency: Plumas County
Application: Ground Operations

APPLICANT NAME :	Plumas County		
PROJECT TITLE :	Ground Operations	PROJECT NUMBER (Division use only) :	G23-03-84-G01
PROJECT TYPE :	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Ground Operations activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of the USFS Plumas National Forest.</p> <p>The Project may also provide for the purchase of Equipment, Heavy Equipment, materials, and supplies as outlined in the Project Cost Estimate.</p> <p>The Grantee shall conform to the USFS Plumas National Forest soil conservation plan and Habitat Management Plan (HMP). A Soil Compliance Report and the results of the HMP shall be provided to the OHMVR Division at the conclusion of the Project.</p> <p>Grantee must provide a minimum of twenty-six (26) percent of the total Project cost in matching funds.</p> <p><u>Project Deliverables</u></p> <p>1. Trail/Road/Track Maintenance</p> <ul style="list-style-type: none"> Maintain approximately seventy-eight (78) miles of open trails for "green sticker" vehicle use on the Mount Hough, Beckworth, and Feather Ranger Districts. Activities include but are not limited to trail tread conservation, repair and installation of erosion control features, brushing, hazardous tree removal, removal of fallen trees and vegetation from trails, piling, chipping, and armoring wet weather crossings. <p>2. Signing</p> <ul style="list-style-type: none"> Installation, repair, and/or replacement of OHV-related signage. <p>3. Fencing/Barriers</p> <ul style="list-style-type: none"> Installation, repair, and/or replacement of fencing to define the OHV trails, roads, or areas. 		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES						
<u>Program Expenses</u>						
1 Staff						
1. Staff-Grants Manager	40.0000	40.000	HRS	1,600.00	1,600.00	0.00
Notes : The Grant						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023

Agency: Plumas County
Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Operations Director will be in the field assisting in maintenance of trails. They will correspond with the land manager to make sure project work is considered complete. They will also be coordinating with land managers and the public to learn of trail maintenance issues as well as survey areas to ensure project deliverables and that trails are being maintained to sustainable standards.						
2. Staff-Feather River College Notes : Feather River College will provide volunteer labor towards the completion of the maintenance project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$35.56/hour as stated by Independent Sector at https://independentsector.org/resource/volunteer_det	130.000 0	35.560	HRS	4,623.00	0.00	4,623.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023

Agency: Plumas County

Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
ails/.						
3. Staff-Quincy Mountain Bike Team Notes : Quincy Mountain Bike Team will provide volunteer labor towards the completion of the maintenance project up to twice a week. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$35.56/hour as stated by Independent Sector at https://independentsector.org/resource/vovt_details/	130.000 0	35.560	HRS	4,623.00	0.00	4,623.00
4. Staff-Plumas Charter School Notes : Plumas Charter School will provide volunteer labor towards the completion of the maintenance project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$35.56/hour as stated by Independent Sector	130.000 0	35.560	HRS	4,623.00	0.00	4,623.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023

Agency: Plumas County

Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
at https://independentsector.org/resource/vovt_details/ .						
5. Staff-Sierra Nevada Journey's Notes : Sierra Nevada Journeys will provide volunteer labor towards the completion of the maintenance project.Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$35.56/hour as stated by independent Sector at https://independentsector.org/resource/vovt_details/ .	100.000 0	35.560	HRS	3,556.00	0.00	3,556.00
6. Staff-Sierra Cycle Notes : Sierra Cycle will provide volunteer labor towards the completion of the maintenance project.Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$35.56/hour as stated by Independent Sector	130.000 0	35.560	HRS	4,623.00	0.00	4,623.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023

Agency: Plumas County

Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
at https://independentsector.org/resource/vovt_details/ .						
7. Staff-Dolan Auto Group Notes : Dolan Auto Group will provide volunteer labor towards the completion of the maintenance project.Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$35.56/hour as stated by independent Sector at https://independentsector.org/resource/vovt_details/ .	100.000 0	35.560	HRS	3,556.00	0.00	3,556.00
8. Staff-Mikes Bikes Notes : Mikes Bikes will provide volunteer labor towards the completion of the maintenance project.Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$35.56/hour as stated by Independent Sector	110.000 0	35.560	HRS	3,912.00	0.00	3,912.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023

Agency: Plumas County

Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
at https://independentsector.org/resource/vovt_details/ .						
9. Staff-Volunteers Notes : Community volunteers will provide volunteer labor towards the completion of the maintenance project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$35.56/hour as stated by Independent Sector at https://independentsector.org/resource/vovt_details/ .	70.0000	35.560	HRS	2,489.00	0.00	2,489.00
Total for Staff				33,605.00	1,600.00	32,005.00
2 Contracts						
1. Contracts-Sierra Buttes Trail Stewardship Notes : Sierra Buttes Trail Stewardship (SBTS) is responsible for providing a locally hired and professional trail crew to perform maintenance work to meet Forest Service specification. Due to the	408724.0000	0.640	FT	261,584.00	250,039.00	11,545.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023

Agency: Plumas County

Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
rugged and remote landscape - steep side slope (averaging 50%), rocky terrain, thickly forested corridors, heavy brush and deep root wads -trails will be maintained using hand crews, using equipment when necessary. SBTS contract work will occur on trails listed in the project narrative, approximately 408,725 feet of trail. SBTS rates have been raised to \$0.64/foot to account for rising costs of trail maintenance, equipment use and employee wages.						
2. Contracts-PNF Public Service Staff Officer Notes : The Public Service Staff Officer is responsible for ensuring project work completed on Mt Hough Trail System, Claremont, Nelson Creek, and Feather River RD meets FS standards. Coordinates projects with Plumas County and Contractor.	8.0000	391.900	DAY	3,135.00	3,135.00	0.00
3. Contracts-PNF	8.0000	289.100	DAY	2,313.00	2,313.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023

Agency: Plumas County

Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Recreation Staff Notes : The Recreation Staff is responsible for completing project work on on Mt Hough Trail System, Claremont, Nelson Creek, and Feather River RD in coordination with Trails Contractor. Ensures Forest Service standards are being met by Trails Contractor, including monitoring to ensure environmental compliance. This includes log out, brushing, grooming, and installing drainage features. This is different project work than the work completed by SBTS contractor.						
4. Contracts-SBTS Vehicle Use Notes : The cost of contractor to use a truck, not purchased through OHV funds. The rate is based off rental rates through Expedia for a similar truck, Dodge Ram with 4WD, in Reno, Nevada. This is increased rate from	0.0000	133.000	DAY	0.00	0.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Plumas County
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	last year, due to inflation.						
Total for Contracts					267,032.00	255,487.00	11,545.00
3	Materials / Supplies						
4	Equipment Use Expenses						
	1. Equipment Use Expenses-PNF Vehicle Use Notes : Cost of PNF to use vehicle using the IRS mileage rate of \$0655, which has increased from \$0.575.	45.0000	5.260	DAY	237.00	0.00	237.00
	2. Equipment Use Expenses-Excavator Notes : This is use of excavator based on daily rental rates from Home Depot in Reno, NV. This has increased since last year due to rising costs and inflation.	34.0000	237.000	DAY	8,058.00	0.00	8,058.00
Total for Equipment Use Expenses					8,295.00	0.00	8,295.00
5	Equipment Purchases						
6	Others						
	1. Moto Wheelbarrow Notes : The motorized wheeibarrow wiii be used to transport equipment to worksite along trail.Used an average of 2 days of every work week. Rate	0.0000	819.000	MOS	0.00	0.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Plumas County
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	is determined by monthly rental rate of month as it is cheaper than the day rate and how we would rent the equipment. Cost of Equipment is \$7,875 purchased from Track Equipment Company. Can provide invoice.						
Total Program Expenses					308,932.00	257,087.00	51,845.00
TOTAL DIRECT EXPENSES					308,932.00	257,087.00	51,845.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs-Indirect Costs Notes : Indirect Costs include time planning the project by Directors, office space, office supplies, travel to meetings, payroll, accounting costs, and other indirect based costs that are incurred to run this project.	1.0000	33509.000	EA	33,509.00	0.00	33,509.00
	2. Indirect Costs-Sierra Buttes Trail Stewardship	109.0000	45.730	HRS	4,985.00	0.00	4,985.00
Total for Indirect Costs					38,494.00	0.00	38,494.00
Total Indirect Costs					38,494.00	0.00	38,494.00
TOTAL INDIRECT EXPENSES					38,494.00	0.00	38,494.00
TOTAL EXPENDITURES					347,426.00	257,087.00	90,339.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023

Agency: Plumas County

Application: Ground Operations

TOTAL PROJECT AWARD	257,087.00	
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Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

K. Severability

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Governing Law

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: May 14, 2024
SUBJECT: Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Administrative Office and Municipal Resources Group (MRG) extending the contract to June 30, 2025.; (No General Fund Impact) approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Administrative Office and Municipal Resources Group (MRG) extending the contract to June 30, 2025.; (No General Fund Impact) approved as to form by County Counsel.

Background and Discussion:

The current Municipal Resources Group, LLC (MRG) is set to end on June 30, 2024, County Administrative Officer is requesting that the contract be amended to extend the agreement until June 30, 2025, with no additional monies.

Action:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Administrative Office and Municipal Resources Group (MRG) extending the contract to June 30, 2025.; (No General Fund Impact) approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact, contract extension only

Attachments:

1. 3168 FINAL

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND MUNICIPAL RESOURCE GROUP, LLC (MRG)

This First Amendment to Agreement ("Amendment") is made on May 14, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and MUNICIPAL RESOURCE GROUP, LLC (MRG) who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Municipal Resource Group, LLC (MRG) have entered into a written Agreement dated January 16, 2024, (the "Agreement"), in which Municipal Resource Group, LLC (MRG) agreed to provide Human Resources support and services needed for the County.
 - b. Because there is further support and services needed the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 3 "Term" is amended to read as follows:

The term of this agreement shall be from January 16, 2024, through June 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 16, 2024, to the date of approval of the Agreement by the Board of Supervisors.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated January 16, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

Municipal Resource Group, LLC
By: _____
Name: Mary Egan
Title: Chief Executive Officer
Date signed:

COUNTY:

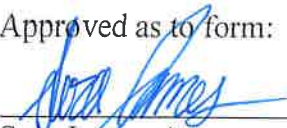
County of Plumas, a political subdivision of the
State of California

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

ATTEST:

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

Approved as to form:



Sara James, Attorney
County Counsel's Office



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: May 14, 2024
SUBJECT: Approve and authorize supplemental budget transfer(s) of \$277,787.00 from (General Fund #0001) to (20052/521900 Professional Services) to cover the over-budget costs for payment of OpenGov invoice #13249; this contract is for 3 years; approved by Auditor/Controller. **Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer(s) of \$277,787.00 from (General Fund #0001) to (20052/521900 Professional Services) to cover the over-budget costs for payment of OpenGov invoice #13249; this contract is for 3 years; approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

Request for Fund Balance to pay for the OpenGov contract for budgeting purposes in the amount of \$277,787. We'd like to pay out of Professional Services 20020/521900. However, there is not enough in this account. It has been approved by the Board.

Action:

Approve and authorize supplemental budget transfer(s) of \$277,787.00 from (General Fund #0001) to (20052/521900 Professional Services) to cover the over-budget costs for payment of OpenGov invoice #13249; this contract is for 3 years; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

General Fund Impact in the amount of \$277,787.00

Attachments:

1. Budget Transfer Request \$277,787

TRANSFER NUMBER
(Auditor's Use Only)

Approval Required

A.	<input checked="" type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B.	<input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C.	<input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	<input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E.	<input type="checkbox"/>	Establish any new account except fixed assets	Auditor

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001			General Fund	277,787.00
Total (must equal transfer to total)				277,787.00

☒ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	2002052	521900	Professional Services	277,787.00
Total (must equal transfer to total)				277,787.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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

A) Not enough funds to cover the cost of this invoice

B) _____

C) _____

D) _____

Approved by Department Signing Authority:

Debra Lucero

☒ Approved/ Recommended

_____ Disapproved/ Not recommended

Auditor/Controller Signature:

Martell White

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

CALIFORNIA Administrative Officer



May 14, 2024
Auditor-Controller
Re: Payment for OpenGov Contract \$277,787

Dear Martee:

Please accept this memo as a request for Fund Balance to pay for the OpenGov contract for budgeting purposes in the amount of \$277,787. We'd like to pay out of Professional Services 20020/521900, however, there is not enough in this account.

It has been approved by the Board and we'd like to get this on the May 14, 2024 agenda for the transfer.

Thank you.

A handwritten signature in blue ink, reading "Debra Lucero".

Debra Lucero