



# LASSEN COUNTY

## Health and Social Services Department

- ☒ **HSS Administration**
- ☐ **Public Guardian**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8128
- ☐ **Grant and Loans Division**  
1400 Chestnut Street, Ste. C  
Susanville, CA 96130  
(530) 251-8309
- ☐ **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108/8112
- Brashear Annex**  
700 Brashear Street  
Susanville, CA 96130  
(530) 251-8112
- ☐ **Patients' Rights Advocate**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8322
- ☐ **Public Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- ☐ **Environmental Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- ☐ **Community Social Services**  
1400 Chestnut Street, Ste A  
Susanville, CA 96130
- LassenWORKS  
Business & Career Network**  
PO Box 1359  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251-8152
- Child & Family Services**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251-8277
- Adult Services**  
PO Box 429  
1400 Chestnut Street, Ste B  
Susanville, CA 96130  
(530) 251-8158
- ☐ **HSS Fiscal**  
PO Box 1180  
Susanville, CA 96130  
(530) 251-2614

**Date:** January 11, 2022

**To:** Chairman  
Lassen County Board of Supervisors

**From:** Barbara Longo, Director  
Health and Social Services

**Subject:** Health and Social Services Agreements and Amendments to Agreements for Fiscal Year 2021/2022 and 2022/2023 to include the following Contractors: Alliance for Workforce Development, J. Reid McKellar, Ph.D., Paperless Knowledge, GrandCare Systems, Mar-Ric Care Home, UC Davis and Lab 24, LLC

### **Background:**

Customarily, the Board of Supervisors approves the spreadsheet of Health and Social Services Agreement for the upcoming Fiscal Year annually. However, due to staffing and procedural changes, the spreadsheet is no longer going to be utilized to approve agreements moving forward. Health and Social Services will be bringing each contract to the Board of Supervisors for individual approval.

Subsequently, we are submitting the following agreements for approval:

### **Agreement 1**

#### **Commercial Sub-Lease with Alliance for Workforce Development, Inc.**

- Original Agreement:
  - Term: 07/01/2021 – 06/30/2022
  - No changes from Previous Year

### **Agreement 2**

#### **J. Reid McKellar, Ph.D. – Psychological Evaluation Services**

- New Agreement:
  - Term: 07/01/2021 – 06/30/2023

### **Agreement 3**

#### **Paperless Knowledge – Software for Time Study**

- Original Agreement
  - Term: 07/01/2021 – 06/30/2026

#### **Agreement 4**

##### **Grandcare Systems – Patient Care System**

- First Amendment to Agreement:
  - Term: 07/01/2020 – 06/30/23
  - Rates have been updated

#### **Agreement 5**

##### **Mar-Ric Care Homes, Inc. – Residential Board and Care Facility**

- First Amendment to Agreement:
  - Term: 07/01/2020 – 06/30/2023
  - Rates have been updated

#### **Agreement 6**

##### **UC Davis – Training Program**

- Original Agreement:
  - Term: 07/01/2021 – 06/30/2022

#### **Amendment 7**

##### **Lab 24, LLC – Toxicology Testing Services**

- First Amendment to Agreement:
  - Term: 04/01/2021 – 06/30/2022
  - Rates have been updated

#### **Fiscal Impact:**

There is no impact to County General Funds.

#### **Action Requested:**

1) Approve Agreements; and 2) Authorize the CAO to execute the agreements.

**COMMERCIAL SUB-LEASE WITH ALLIANCE FOR WORKFORCE  
DEVELOPMENT, INC.**

Alliance for Workforce Development, Inc., of Quincy, California, herein called "LESSOR" sub-leases to Lassen County, a political subdivision of the State of California, herein called "LESSEE" those certain premises situated in the City of Susanville, County of Lassen, State of California, described as property located at 1616 Chestnut Street, Susanville, California, consisting of 6,908 sq. ft., herein called "said premises" on the following terms and conditions:

1. **TERM:** The term hereof shall commence on July 1, 2021, and terminate on June 30, 2022.
2. **RENT:** The rent shall be \$13,194.28 per month, payable on or before the first day of each and every month during the term of the lease.

All rents shall be paid to LESSOR at the following address:

Alliance for Workforce Development, Inc.  
P.O. Box 3750  
Quincy, CA 95971

3. **USE:** Said premises are to be used for the conduct of its Employment Services Program through the Lassen WORKs and Health and Social Services Divisions.
4. **USES PROHIBITED:** LESSEE shall not use any portion of the premises for purposes other than those specified in the above paragraph (#3). No use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance policies covering said property. LESSEE shall not conduct or permit any sale by auction on the premises.
5. **ASSIGNMENT AND SUBLETTING:** LESSEE shall not assign this lease or sublet any portion of the premises without prior written consent of the LESSOR. Any such assignment or subletting without consent shall be void and, at the option of the LESSOR, may terminate this lease.
6. **ORDINANCES AND STATUTES:** LESSEE and LESSOR shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use of the premises and failure to comply shall, at the option of the non-violating party, be grounds for termination of this lease.
7. **MAINTENANCE, REPAIRS, ALTERATIONS:** LESSEE acknowledges that the premises are in good order and repair, unless otherwise indicated herein.

LESSEE shall, at his own expense, and at all times, maintain the premises in good and safe condition and shall surrender the same, at termination hereof, in a good as condition as received, normal wear and tear excepted. LESSEE shall be responsible for all repairs required excepting the roof, exterior walls, structural foundations, HVAC (water and electrical) systems, sidewalks, and parking lot, all of which shall be maintained by LESSOR. LESSEE shall wire the building for computers and such wiring will remain the property of LESSEE and shall be removed at the option of the LESSOR at the time the LESSEE vacates the building. No other improvement or alteration of the premises shall be made without the prior written consent of the LESSOR. Prior to the commencement of any substantial repair, improvement, or alteration, LESSEE shall give LESSOR at least (2) days written notice in order that the LESSOR may post appropriate notices to avoid any liability for liens.

8. **ENTRY AND INSPECTION:** LESSEE shall permit LESSOR or LESSOR's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting same, and will permit LESSOR at any time within sixty (60) days prior to the expiration of the lease, to place upon the premises any usual "To Let" or "To Rent" signs and permit person desiring to lease the same to inspect the premises thereafter, subject to reasonable notice to LESSEE.
9. **INDEMNIFICATION:** Each party shall indemnify and hold harmless the other party and its officers, members, employees, agents and representatives from any and all liabilities, losses, damages, claims and expenses of any kind, including costs and attorney's fees, which result from the duties and obligations of the indemnifying party and/or its officers, members, employees, agents, representatives, subcontractors and volunteers.
10. **POSSESSION:** If LESSOR is unable to deliver possession of the premises at the commencement hereof, LESSOR shall not be liable for any damages caused thereby, nor shall this lease be void or voidable, but LESSEE shall not be liable for any rent until possession is delivered. LESSEE may terminate this lease if possession is not delivered within 20 days of the commencement term hereof.
11. **INSURANCE-LESSEE:** LESSEE shall, at its expense, maintain in full force and effect during the term of this Lease, a policy for comprehensive public liability insurance covering bodily injury and property damage in and about the property, including but not limited to the building, the parking lot, and sidewalks, providing minimum limits of coverage in the amount of One Million Dollars (\$1,000,000).
12. **INSURANCE-LESSOR:** LESSOR agrees to maintain a policy of fire insurance naming Lassen County as an additional insured. LESSOR shall provide and maintain in full force during the entire term of this agreement comprehensive general liability, including bodily injury and property damage insurance in the amount of not less than \$1,000,000 (One million dollars) per person per incident.

LESSOR further agrees to complete and file a Certificate of Insurance of such coverage with the Lassen County Administrative Officer prior to execution of this contract. Said certificate shall name County of Lassen, its officers, agents and/or employees as additional insured and will provide ten (10) days written notice by the insurance company to the county of cancellation, intent not to renew, or material change in coverage.

13. **TERMINATION:** This lease may be terminated by either party with 45 days written notice.
14. **CONDEMNATION:** If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter LESSOR shall be required to refund such proportion of the rent for the remaining term as the value of the premises condemned bears to the total value of the premises at the date of condemnation, provide, however, that LESSOR or LESSEE may at its option, terminate this lease as of the date the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to LESSOR, and LESSEE shall not be entitled to any part thereof, provided, however, that the LESSEE shall be entitled to retain any amount awarded to it for its trade fixtures or moving expenses.
15. **TRADE FIXTURES:** Any and all improvements made to the premises during the term hereof shall belong to the LESSOR, except trade fixtures and, if LESSOR requests, computer wiring of the LESSEE. LESSEE shall upon termination hereof, remove all its trade fixtures and computer wiring, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.
16. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term hereof, from any cause, LESSOR shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing government laws and regulations, but such partial destruction shall not terminate this lease, except that LESSEE shall be entitled to a proportionate refund of rent while such repairs are being made, based on the extent to which the making of such repairs shall interfere with business of the LESSEE on the premises. If such repairs cannot be made within sixty (60) days, this lease may be terminated at the option of either party. A total destruction of the building in which the premises are situated shall terminate this lease.
17. **HAZARDOUS MATERIALS:** LESSEE shall not use, store, or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily use in LESSEE's business, and such use and storage complies with all environmental laws. Hazardous substances mean any

hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property.

18. **REMEDIES OF OWNER ON DEFAULT:** In the event of any breach of this lease by LESSEE, LESSOR may, at its option, terminate the lease and recover from LESSEE: (a) the worth at the time of award of the rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the return which would have been earned after termination until the time of the award exceed the amount of such rental loss that the LESSEE proves could have been reasonable avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time award exceeds the amount of such rental loss that the LESSEE proves could be reasonable avoided; and (d) any other amount necessary to compensate LESSOR for all detriment proximately caused by LESSEE's failure to perform his obligations under the lease or which in the ordinary course of things would be likely to result therefrom.

LESSOR may, in the alternative, continue this lease in effect, as long as LESSOR does not terminate LESSEE'S right to possession, and LESSOR may enforce all his rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease. If said branch of lease continues, LESSOR may at any time thereafter, elect to terminate the lease.

Nothing contained herein may be deemed to limit any other rights or remedies which LESSOR may have.

19. **RENT REFUNDS:** The balance of all rent and deposits shall be refunded within three weeks from the date possession is delivered to LESSOR or his authorized Agent, together with a statement showing any charges made against such rents by LESSOR.
20. **ATTORNEY'S FEES:** Should any litigation be commenced between the parties to this lease concerning said premises, this lease, or the rights and duties of either in relation thereto, the party, LESSOR or LESSEE, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.
21. **WAIVER:** No failure of LESSOR to enforce any term hereof shall be deemed to be a waiver.
22. **NOTICES:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to LESSEE or LESSOR at the address shown below, or at such other places that may be designated by the parties from time to time.

LESSEE: Jenna Aguilera, Director  
Lassen County Health and Social Services  
336 Alexander Ave.  
Susanville, CA 96130

LESSOR: Traci Holt, Executive Director  
Alliance for Workforce Development, Inc.  
P.O. Box 3750  
Quincy, CA 95971

23. **TIME:** Time is of the essence of this lease.
24. **ASSIGNS, SUCCESSORS:** This lease is binding upon and inures to the benefit of assigns and successors in interest to the parties.
25. **HOLDING OVER:** If Tenant, with Landlord's consent, remains in possession of the premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on 30 days' notice given at any time by either party.
26. **OPTION TO RENEW:** Provided that LESSEE is not in default in the performance of this lease, LESSEE shall have the option to renew the lease for an additional term of one year commencing at the termination of the original lease term. All of the terms and conditions of the lease shall apply during the renewal term. The option shall be exercise by written notice given to LESSOR not less than 60 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.
27. **LESSOR'S LIABILITY:** The term "LESSOR" as used in this paragraph, shall mean the Alliance For Workforce Development, Inc. the holder of the initial lease for the real property. In the event of transfer of such title or interest, the LESSOR named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to LESSOR's obligation to be performed after such transfer, however, that any funds in the hands of LESSOR or Grantor at the time of such transfer shall be delivered to GRANTEE. LESSOR's aforesaid obligations shall be time of such transfer shall be delivered to GRANTEE. LESSOR's aforesaid obligations shall be binding upon LESSOR's successor and assigns only during their retrospective periods of ownership.
28. **ESTOPPEL CERTIFICATE:**
- (A) LESSEE shall at any time upon not less that ten (10) days prior written notice from LESSOR execute a statement in writing (1) certifying that this lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and

effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledged that there are not to LESSEE's knowledge, any uncured defaults on the part of the LESSOR hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrances to the Premises.

(B) At LESSOR's option, LESSEE's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon LESSEE (1) that the Lease is in full force and effect without modification except as may be represented by LESSOR, (2) that there are no uncured defaults in LESSOR's performance, or such failure may be considered by LESSOR as a default by LESSEE under this Lease.

**29. NONDISCRIMINATION IN STATE AND FEDERAL ASSISTED**

**PROGRAMS:** Lessor and Lessee agrees that they will comply with the Title VI of the Civil Rights Act of 1964 as amended: Section 504 of the Rehabilitation Act of 1973, as amended: the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended: and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42) by ensuring that employment practices and the administration of public assistance and social services programs are non discriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take measures necessary to effectuate this agreement.

This Assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE LESSOR AND LESSEE agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.



THIS ASSURANCE is binding on the Lessor and Lessee directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

**30. ATTACHMENTS:**

Exhibit A: One-Stop Center Expenditure Budget

Exhibit B: Master Lease

**30. ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement the parties and may be modified only by writing signed by both parties.

APPROVED AS TO FORM:

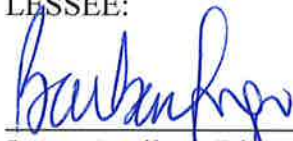
Amanda Uhrhammer  
County Counsel



County Counsel

The undersigned LESSEE hereby agrees to the above terms and conditions and Acknowledges receipt of a copy hereof.

LESSEE:



Jenna Aguilera, Director  
Lassen County Health and Social Services

Dated: \_\_\_\_\_

Richard Egan, CEO  
Lassen County

Dated: \_\_\_\_\_

The undersigned LESSOR hereby agrees to the above terms and acknowledges receipt of a copy hereof.

LESSOR:

Traci Holt, Executive Director  
Alliance for Workforce Development, Inc.

Dated: \_\_\_\_\_



**AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
J. REID MCKELLAR, PH.D.**

**This Agreement** is made this by and between the County of Lassen, a political subdivision of the State of California (hereinafter "COUNTY") and J. Reid McKellar, Ph.D., with a principal place of business at 1734 West Street Ste. B, Redding, CA 96001, (hereinafter "CONTRACTOR").

**WHEREAS** COUNTY has need for psychological evaluation services; and

**WHEREAS** CONTRACTOR desires to provide those services,

**NOW, THEREFORE**, In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

**2. TERM.**

The term of this Agreement shall be for the period of July 1, 2021, to June 30, 2023.

**3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

- a. Provide program consultation and technical assistance to CONTRACTOR.
- b. Monitor and evaluate CONTRACTOR'S performance, expenditures and service levels for compliance with the terms of this Agreement.
- c. Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- d. Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- e. Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.

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J. REID MCKELLAR v.1 21.22

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Contractor Initials \_\_\_\_\_

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

**7. DESIGNATED REPRESENTATIVES.**

Barbara Longo, Director, Health and Social Services, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. J. Reid McKellar, Ph.D., is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

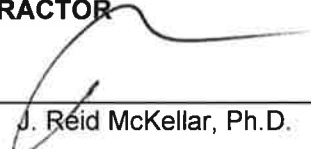
All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Business Associate Agreement
- Attachment F - Business Associate Addendum
- Attachment F - Civil Rights Act

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

**CONTRACTOR**

Dated: 12-6-21

By:   
J. Reid McKellar, Ph.D.

**COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Egan  
County Administrative Officer

Dated: \_\_\_\_\_

By:   
Barbara Longo, Director  
Health and Social Services

**Approved as to form:**

Amanda Uhrhammer  
Lassen County Counsel

By:   
2 Contractor Initials 

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**ATTACHMENT A  
AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
J. REID MCKELLAR, PH.D.**

**SCOPE OF SERVICES**

**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

- A.1.1 CONTRACTOR shall provide to COUNTY psychological assessment and/or testing, written reports, expert witness testimony, for designated adults or children, which might include consultation with the client, the client's care-provider, and with the assigned social worker. CONTRACTOR shall consider COUNTY desire to provide children with the least restrictive environment when making placement recommendations base on a child's assessment.
- A.1.2 CONTRACTOR shall provide a written report with results of observations and/or testing within 30 days of the request for an assessment from Lassen County Families and Children's Protective Services. Phone consultation and quarterly reports as to progress toward treatment goals are to be given to the assigned Social Worker or the Social Worker Supervisor.

**A.2 MANNER SERVICES ARE TO BE PERFORMED.**

- A.2.1 As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.
- A.2.2 CONTRACTOR is responsible for providing verification of educational credentials.

**END OF ATTACHMENT A**

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AGREEMENT BETWEEN COUNTY OF LASSEN AND J. REID  
MCKELLAR, PH.D.

**ATTACHMENT B  
AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
J. REID MCKELLAR, PH.D.**

**PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.**

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Requests for payment shall be substantially in the form of an invoice. Payment shall be made within thirty (30) days after the invoice is approved by the County Contract Administrator.

**B.2 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY.

**B.3 PAYMENT GRID:**

Year One July 1, 2021 - June 30, 2022				
Program/Service Description	Funding Source	Unit Type	Unit Rate	Total Units
Psychological Evaluation	CWS	Per Hour	\$175.00	TBD
Court Testimony	CWS	Per Hour	\$300.00	TBD
Year One Total Contract Amount				TBD
Year Two July 1, 2022 - June 30, 2023				
Program/Service Description	Funding Source	Unit Type	Unit Rate	Total Units
Psychological Evaluation	CWS	Per Hour	\$175.00	TBD
Court Testimony	CWS	Per Hour	\$300.00	TBD
Year Two Total Contract Amount				TBD

**END OF ATTACHMENT B**

\_\_\_\_ County Initials  
J. REID MCKELLAR v.1 21.22

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Contractor Initials  \_\_\_\_\_

AGREEMENT BETWEEN COUNTY OF LASSEN AND J. REID  
MCKELLAR, PH.D.

**ATTACHMENT C  
AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
J. REID MCKELLAR, PH.D.**

**ADDITIONAL PROVISIONS**

**C.1 CONFIDENTIALITY:**

CONTRACTOR agrees to require his/her employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

- C.1.1 All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such public social services.
- C.1.2 No person will publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services.
- C.1.3 No person will publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient. Contractor agrees to inform all employees, agents and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.

**END OF ATTACHMENT C**

\_\_\_\_ County Initials  
J. REID MCKELLAR v.1 21.22

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Contractor Initials 

AGREEMENT BETWEEN COUNTY OF LASSEN AND J. REID  
MCKELLAR, PH.D.

**ATTACHMENT D  
AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
J. REID MCKELLAR, PH.D.**

**GENERAL PROVISIONS**

- D.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and each and every employee, agent, servant partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:
- D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
  - D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
  - D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
  - D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.
  - D.1.5 CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
  - D.1.6 CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.
  - D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.
  - D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

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AGREEMENT BETWEEN COUNTY OF LASSEN AND J. REID  
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D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

- D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.
- D.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.
- D.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
- D.5 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, subcontractors, or volunteers.
- D.6 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.7 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.8 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
- D.9 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

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**D.10 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.11 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.12 TERMINATION.** COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.12.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.12.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.12.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

**D.13 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

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- D.14 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.15 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.16 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.17 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
- D.18 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.19 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.20 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.20.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.20.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.21 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.22 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

- D.23 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.24 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.25 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.26 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.27 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.
- D.28 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.29 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.30 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.31 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, either party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.32 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.33 CONFLICT OF INTEREST.**

**D.33.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.33.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

**D.33.3 Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.34 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.35 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.36 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

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**D.37 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Barbara Longo, Director  
Health and Social Services  
336 Alexander Avenue  
Susanville, CA 96130

If to "CONTRACTOR":

J. Reid McKellar, Ph.D.  
1734 West Street Ste. B  
Redding, Ca 96001

**D.38 NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the County or County personnel inuring to any third party, or to anyone claiming under or on behalf of such a third party.

**END OF ATTACHMENT D**

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AGREEMENT BETWEEN COUNTY OF LASSEN AND J. REID  
MCKELLAR, PH.D.

**ATTACHMENT E  
AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
J. REID MCKELLAR, PH.D.**

**BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between LASSEN COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", and , J. Reid McKellar, Ph.D., hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

RECITALS: This Agreement is made with reference to the following facts:

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104.191, known as the "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and
- B. Pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and
- C. The Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled "Agreement Between Lassen County and J. REID MCKELLAR, Ph.D. dated,\* and is here referred to as the "Arrangement Agreement"); and
- D. Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

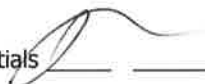
In consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

- 1. **Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Agreement are to Title 45 of the Code of Federal Regulations unless otherwise specified.)
  - 1.1 *Business Associate.* Business Associate shall mean J. REID MCKELLAR, Ph.D.
  - 1.2 *Covered Entity.* Covered Entity shall mean that part of the County of Lassen designated as the hybrid entity within the County of Lassen subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B (County).
  - 1.3 *Designated Record Set.* Designated Record Set shall have the same meaning as the term designated record set in Section 164.501.

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- 1.4 *Individual.* Individual shall have the same meaning as the term individual in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- 1.5 *Privacy Rule.* Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B.
- 1.6 *Protected Health Information.* Protected Health Information shall have the same meaning as the term ~~A~~protected health information in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.7 *Required By Law.* Required by law shall have the same meaning as the term required by law in Section 164.501.
- 1.8 *Secretary.* Secretary shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

**2. Obligations and Activities of Business Associate:**

- 2.1 Business Associate agrees to provide National Provider Identification (NPI) number to Covered Entity for billing of services provided.
- 2.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 2.3 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
- 2.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.7 Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

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- 2.8 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 2.9 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- 2.11 Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
3. **Permitted Uses and Disclosures by Business Associate:** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of Covered Entity as specified in the Arrangement Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
4. **Obligations of Covered Entity:** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.
5. **Permissible Requests by Covered Entity:** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
6. **Term and Termination:**
- 6.1 *Term.* The Term of this Agreement shall be effective as of effective date of the Arrangement Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.



6.2 *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Arrangement Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate this Agreement and the Arrangement Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.3 *Effect of Termination.*

6.3.1 Except as provided in paragraph 6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**7. Miscellaneous:**

7.1 *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

7.2 *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104C19 1.

7.3 *Survival.* The respective rights and obligations of Business Associate under Section D.13 Effect of Termination of this Agreement shall survive the termination of this Agreement.

7.4 *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

**END OF ATTACHMENT E**

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AGREEMENT BETWEEN COUNTY OF LASSEN AND J. REID  
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**ATTACHMENT F  
AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
J. REID MCKELLAR, PH.D.**

**BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between Lassen County referred to herein as Covered Entity (CE), and J. Reid McKellar, Ph.D. referred to herein as Business Associate (BA). This Addendum is effective as of the date of execution.

**RECITALS**

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

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract 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 Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 30 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, 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. Accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].
- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Business Associate's Insurance.** Insurance provisions in Paragraph D.5 of the Agreement shall be effective for the Addendum as long as the Agreement is in effect.
- n. **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.

- o. **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 Addendum 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 Addendum 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.
- p. **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 Addendum for the purpose of determining whether BA has complied with this Addendum; 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 Addendum, 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 Addendum, 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 Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, 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 Contract, 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 Contract 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 Addendum 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. Indemnification

Indemnification provision in Paragraph D.6 of the Agreement shall be effective for the Addendum as long as the Agreement is in effect.

#### 5. Disclaimer

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, 42 CFR Part 2 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.

#### 6. 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.

#### 7. Amendment

- a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum 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 Addendum 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 Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.
- b. **Amendment of Attachment A.** Attachment A may be modified or amended by mutual agreement of the parties at any time without amendment of the Contract or Addendum.

#### 8. 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 Contract or Addendum, 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.



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

Nothing express or implied in the Contract or Addendum 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.

#### **10. Effect on Contract**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

#### **11. Interpretation**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, 42 CFR Part 2, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, 42 CFR Part 2, the Privacy Rule and the Security Rule.

**END OF ATTACHMENT F**



**ATTACHMENT G  
AGREEMENT BETWEEN  
LASSEN COUNTY**

**AND  
J. REID MCKELLAR, PH.D.**

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

**J. REID MCKELLAR, PH.D.  
(HEREINAFTER CALLED THE "AGENCY")**

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objective of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

**END OF ATTACHMENT G**

## Application Service Provider Agreement

1. This Application Service Provider Agreement ("Agreement") is made as of this 1st day of July, 2021 ("Effective Date"), by and between **Paperless Knowledge, Inc.**, a California Corporation ("Licensor"), with principal offices at 16960 Ocean Drive, Fort Bragg, California 95437 and **Lassen County**, a governmental entity with principal mailing address at **1445 Paul Bunyan Road, Susanville, CA 96310** ("Licensee"). Licensor and Licensee agree as follows:

### 2. Background and Purpose.

- 2.1. Licensor has developed and owns software known as Integrated Enterprise Business Application ("IEBA"), formerly known as Maxime Financial Management System ("FMS"). Licensee wishes to obtain a non-exclusive license to use the software for its business through individual (non-shared) authenticated user login access.

- 2.2. Licensor and Licensee desire to enter into this Agreement on the terms and conditions contained herein.

- 2.2.1. Scope of Services. Licensor agrees to provide all of the services described in Section 7 below and Addendum A, attached hereto and by this reference made a part hereof.

- 2.2.2. Additional Services. The Licensee may desire services to be performed which are relevant to this contract or services but have not been included in the scope of services listed in Section 7 or Addendum A. Licensor agrees to perform said services upon the written request of Licensee. These additional services could include, but are not limited to, any of the following:

- 2.2.2.1. Serving as an expert witness for Licensee in any litigation or other proceedings involving the project or services.

- 2.2.3. Licensee Furnished Services. Licensee agrees to:

- 2.2.3.1. Facilitate access to and make provisions for Licensor to enter upon public and private lands as required to perform their work.

- 2.2.3.2. Make available to Licensor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Licensor and as set forth in Section 7 and Addendum A.

- 2.2.3.3. Make available all pertinent data and records for review.

### 3. Software and Documentation.

- 3.1. Licensor has developed and owns all right, title and interest in software known as IEBA Software, including all modifications, derivative works, upgrades and updates ("Software"). Licensor has created documentation for use in connection with the Software ("Documentation") and Licensor

owns all right, title, interest and intellectual property rights to the Documentation.

#### 4. License.

- 4.1. License of Software. Subject to Licensee's compliance with the terms of this Agreement, Licensors hereby grants to Licensee a non-exclusive, non-transferable, royalty-free license to use the Software via individual (non-shared) authenticated user login through Licensors website ("Website") for Licensees own internal business use during the term of this Agreement ("Software License"). This Agreement and the license granted hereunder may not be assigned, sublicensed, distributed or transferred by Licensee without the prior written consent of Licensors, which consent shall be at Licensors's sole discretion.
- 4.2. License to Documentation. Subject to Licensee's compliance with the terms of this Agreement, Licensors hereby grants to Licensee a non-exclusive, non-transferable, royalty-free license to use and copy the documentation created by Licensors for use in connection with the Software ("Documentation License").
- 4.3. Upgrades. During the term of this Agreement, if Licensors upgrades the version of the Software, (other than upgrades specifically requested by Licensee) Licensee shall not be charged an upgrade fee. Notwithstanding the foregoing, in the event Licensors offers additional optional software modules in the future that complement the Software, Licensee may, but shall not be obligated to, elect to license the additional and optional software modules for an additional license fee.
- 4.4. Reservation of Rights. Except for such non-exclusive license and other rights expressly granted herein, no right, title or interest to the Software, Website or Documentation is granted to Licensee and Licensors shall retain all right, title and interest to the Software, Website and Documentation.
- 4.5. Restrictions.
  - 4.5.1. Reverse Engineering. Licensee shall not modify the Software or Documentation or disassemble, decompile, reverse engineer or otherwise attempt to derive the source code from the Software.
  - 4.5.2. Export. Licensee acknowledges and agrees that it shall not export, or re-export the Software and Documentation in violation of the laws and regulations of any applicable jurisdiction. Licensee further agrees to defend, indemnify and hold Licensors harmless for any losses, costs, claims or other liabilities arising out of Licensee's breach of this Section.
  - 4.5.3. No Commercial Use. Licensee shall not use the Software for any commercial use.
- 4.6. Privacy.

- 4.6.1. Ownership of Data. Licensee's data entered into and processed by the Software shall remain the property of Licensee. Licensors shall not examine or use such data except for the purpose of providing technical support.
- 4.6.2. No Spamming; Compliance with Applicable Laws. Licensors has a zero-tolerance policy against email spamming. As a condition of using the Software on the website, Licensee agrees to comply with all applicable laws, including but not limited to those relating to spam, content, personal data collection and privacy.
- 4.6.3. Analysis. Licensors reserves the right to perform analysis of its websites and hosting systems. Licensors performs this analysis solely to measure effectiveness of websites, to optimize website performance and to ensure license compliance.

## 5. Fees; Hourly Rates; Payment.

### 5.1. Set-up Fee; Hosting Fees; Record Fees; User License Fees.

- 5.1.1. Set-Up Fee. In consideration for the License granted hereunder, Licensee shall pay to Licensors a one-time, initial, non-refundable set-up fee ("**Set-up Fee**") as indicated in Addendum B to install the new database instance and set-up the client on the host server.
- 5.1.2. Monthly Data Hosting Fee. In consideration for the License granted hereunder, Licensee shall pay to Licensors a monthly data hosting fee ("**Hosting Fee**") as indicated in Addendum B for hosting each database instance on the host server.
- 5.1.2.1. In consideration of the Hosting Fee the Licensors shall provide 500 megabytes of data storage for each database instance.
- 5.1.2.2. The Hosting Fee for each database instance shall increase at the rate of \$2.00 per each additional 50 megabyte required above 500 megabytes.
- 5.1.2.3. Rates/Fees can change due to technology/resource cost adjustments. Changes will be outlined in a revision letter and do not require a signature.
- 5.1.3. Record Fees. In consideration for the License granted hereunder, Licensee shall pay to Licensors a record fee ("**Record Fee**") as indicated in Addendum B for each Expenditure record and Revenue record Posted to the database by Licensee. This does not apply to Lassen County as they are not utilizing our Expenditures Module.
- 5.1.4. User License Fees. In consideration for the License granted hereunder, Licensee shall pay to Licensors:
- 5.1.4.1. A monthly license fee as indicated in Addendum B for each User/Login ID assigned by Licensee ("**User License Fee**").
- 5.1.4.2. A quarterly license fee as indicated in Addendum B for each User/Login ID assigned a

Time Study Role by Licensee ("**Time Study User License Fee**").

5.1.4.3. User/Login ID's and/or Time Study Roles assigned by Licensee during the term of this Agreement shall be considered effective from the beginning date of the quarter during which the User/Login ID is added or Time Study Role is assigned.

5.1.5. Costs for Set-up Fee, Hosting Fees, Record Fees, and User License Fees are listed in the attached document to this Agreement titled Addendum B. Addendum B costs are estimates only and are based upon the anticipated number of Time Study users, Login IDs and Database size and may not represent actual costs of this Agreement which are determined as set forth in paragraphs 5.1.1 – 5.1.4.3 of this Agreement.

## 5.2. Hourly Rate; Onsite Service.

5.2.1. Hourly Rates. Services performed by Paperless Knowledge, Inc. at the Licensee's request shall be billable at an established hourly rate. Hourly rates for requested services by type of service are indicated in Addendum B ("**Hourly Rate; Onsite Service**").

5.2.2. Hourly Rate Adjustments. The hourly rate shall be subject to yearly adjustments for inflation based upon the Consumer Price Index - All Items (Sacramento Metropolitan Area), as published by the Treasurer of Labor Statistics of the United States Department of labor each year. For purposes of such adjustment, the base period shall be the hourly rate in effect on the Effective Date. In no event shall the hourly rate be less than the hourly rate for the immediately prior year. The percentage of increase in the price index figure shall be determined each year on the anniversary of the Effective Date. The hourly rate in effect for the prior year shall be multiplied by such percentage, the product shall be added to the Hourly rate and the sum thereof shall constitute the hourly rate for the year subject to the increase. On adjustment of the hourly rate as provided in Addendum B, Licensor shall acknowledge such adjustment in a revision letter to the Licensee. If such index is discontinued, the parties shall select another similar index which reflects consumer prices, and if they fail to agree, the index shall be determined by arbitration in accordance with Section 12.11 of the Agreement.

5.2.3. Onsite Services. Billable costs for requested onsite training, programming, or software support services shall include travel to and from the service provider's home office at the hourly rate set forth in paragraph 5.2.1 for the requested onsite service, actual costs for meals and lodging, and mileage to and from the site as indicated in Addendum B.

## 5.3. Payment.

5.3.1. Fees. Monthly Hosting Fees, Per Record Fees and User License Fees set forth in Section 5 of this Agreement shall be invoiced by the Licensor to the Licensee quarterly.

5.3.1.1. Within fifteen (15) days after the beginning of each quarter Licensor shall submit an invoice to Licensee for the monthly Hosting Fees, Per Record Fees and User License Fees for the previous quarter. Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable

expenses incurred. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation.

5.3.1.2. Licensee shall pay the Hosting Fees, Per Record Fees and User License Fees within forty-five (45) days of receipt of such invoice.

5.3.1.3. Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Licensor.

5.3.2. Taxes. The User License Fee does not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to the license or maintenance of the Software. When Licensor has the legal obligation to collect such taxes or duties, the appropriate amount shall be added to the User License Fee and paid by Licensee unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.3.3. No Withholding. All payments by Licensee shall be made free and clear of, and without reduction for, any withholding taxes. Any such taxes which are otherwise imposed on payments to Licensor shall be the sole responsibility of Licensee. Licensee shall provide Licensor with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Licensor to establish that such taxes have been paid.

5.3.4. No Offsets. Licensee shall not take any credits or offsets against amounts due to Licensor without Licensor's prior written consent.

5.3.5. No Modification by Purchase Order. Nothing contained in any purchase order or other document submitted by Licensee shall modify the terms contained herein.

5.3.6. Maximum Cost to County. Notwithstanding any other provision of this contract, in no event will the cost to County for each year of service the services to be provided as indicated in Addendum A exceed the maximum sum of \$100,000, including direct non-salary expenses, to cover any additional unforeseen costs for implementation and training that should arise.

## **6. Term; Termination.**

6.1. Term. The term of this Agreement shall commence upon the Effective Date and shall remain in force and effect until June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

6.2. Immediate Termination. Licensor may terminate this Agreement immediately upon the occurrence of any of the following events (i) Licensee fails to make any payment due to Licensor hereunder which is not cured within ten (10) days after notice thereof from Licensor, (ii) Licensee fails to cure any other breach of this Agreement by Licensee within thirty (30) days after notice thereof from Licensor, (iii) Licensee becomes bankrupt, has a receiver appointed for it or its property, or makes an assignment for the benefit of creditors, or (iv) Licensee dissolves or is liquidated. (v) Licensee



may terminate this contract for any reason within thirty (30) days after written notice thereof from Licensee. Any written notice to the other party shall be sent by via email with Tracking/Receipt enable for time stamp.

- 6.3. Effect of Termination. Termination or expiration of this Agreement shall in no way effect the rights or liabilities of either Licensor or Licensee arising during the period prior to such termination or expiration or release Licensee from the obligation to make any payment due and owing to Licensor, as of the date of termination, Licensee hereby agrees to fulfill and perform. The provisions of Sections 3 and 4 and any other provisions that by their terms survive, shall survive expiration or any termination of this Agreement. Upon expiration or any termination of this Agreement, (i) Licensee shall cease use of the Software, Website and Documentation; (ii) Licensee shall pay any accrued and outstanding amounts for services performed to the date of termination to Licensor; (iii) Licensee shall return to Licensor all tangible materials and information of a proprietary or confidential nature disclosed to Licensee under this Agreement, and all copies thereof (including, without limitation, all electronic copies); and (iv) Licensor shall return to Licensee all tangible materials and information of a proprietary or confidential nature disclosed to Licensor under this Agreement, and all copies thereof (including, without limitation, all electronic copies).
- 6.4. No Damages for Termination. Neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, on account of the termination of this Agreement in accordance with this Section 6, even if advised of the possibility of such damages. Neither party shall be liable by reason of termination of the Agreement to the other for compensation, reimbursement or damages on account of any loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or other commitments relating to the business or goodwill of either party, notwithstanding any law to the contrary.

## **7. Support.**

- 7.1. Email and Telephone Support. During the term of this Agreement, Licensor shall provide Licensee with email ([iebasupport@pkinc.biz](mailto:iebasupport@pkinc.biz)) and telephone support during standard support hours of Monday - Friday, 8:30 a.m. - 4:30 p.m. (Pacific Standard Time) except for standard U.S. Business/State holidays. If Licensee has more than one authorized login, Licensee shall appoint an Authorized Support Contact who will contact the Licensor support center directly on behalf of the Licensee. Additional support contacts may be added for an additional fee to be agreed upon between the parties.
- 7.2. Website Availability. Website access shall be available for ninety nine percent (99%) of any given quarter. Licensor shall provide nightly differential backups of Licensees' data in the unlikely event that emergency recovery is required. In the event that the Software website access falls below ninety nine percent (99%) in any given quarter, Licensor shall credit Licensee's account as follows: 10% of the quarter's User License Fees. The credit shall be in the form of a credit to the next quarters invoice. And will not result in a refund of any User License Fee previously paid by Licensee. Licensee shall notify Licensor immediately if Licensee is unable to access the Software website and shall provide Licensor with reasonable information requested by Licensor for proper diagnosis



and/or repair and for proper calculation of any applicable edit. Credit shall not be applied to Licensee's account if the Software website is unavailable due to: (i) Scheduled Maintenance (as described below); (ii) periods of unavailability during which Licensee's account is not in good standing or Licensee is in violation of this Agreement; (iii) force majeure as described in Section 10.10 below; or (iv) misuse of Software by Licensee.

### 7.3. Data Recovery

7.3.1. Licensors shall provide differential nightly backups of Licensees' data in the licensor's facility in the unlikely event that emergency recovery is required.

7.3.2. Monthly downloads of Licensee's data (backups) are provided if requested in writing, at the rate as indicated in Addendum B.

7.3.3. In the event an emergency data recovery is needed Paperless Knowledge, Inc will provide the latest known recovery point within 40 working/business hours.

7.4. Scheduled Maintenance. Scheduled Maintenance shall mean any maintenance or upgrades in the data center including the software in which Licensee's account is located. Licensors shall notify Licensee via email at least twenty-four (24) hours in advance of any scheduled maintenance. Licensors shall make all reasonable attempts to perform scheduled maintenance during historically low use hours based on average use by licensees. Notwithstanding the foregoing, Licensors shall conduct emergency maintenance on an "as needed basis".

7.5. Notification by Licensee. Licensee shall inform Licensors three (3) business days prior to any expected heavy use by Licensee of the Website. Such notice should be sent to Licensors' support center at [iebasupport@pkinc.biz](mailto:iebasupport@pkinc.biz) and failure to give proper notice shall result in a waiver of credit by Licensee for any unavailability during said period.

7.6. Change in Service. Licensors reserves the right to amend the service level commitment from time to time effective upon prior written notice to Licensee. In the event any amendment in service results in a material reduction of the service level commitment, Licensee may elect to terminate this Agreement without penalty by providing Licensors written notice of such termination within thirty (30) days following notice of such amendment.

## 8. Warranty

8.1. Warranty. Licensors warrants that the Software shall conform to the written specifications for the Software as such written specifications exist on the Effective Date. In the event that Licensee believes that Software does not conform to such written specifications, Licensors shall respond and repair such non-conformities within sixty (60) days of receiving written notification from Licensee of such non-conformity.

8.2. Limitation. EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES,

INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. THE LIABILITY OF LICENSOR, IF ANY, FOR DAMAGES RELATING TO THE SOFTWARE SHALL BE LIMITED TO THE ACTUAL USER LICENSE FEES PAID BY LICENSEE AND SHALL IN NO EVENT INCLUDE INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. Insurance.**

9.1. Unless otherwise stated, Licensor shall maintain during the term of this Agreement and during the performance of any services hereunder the following insurance coverage at its own expense:

9.1.1. Workers' Compensation and Unemployment compensation insurance in compliance with any applicable state labor code, act, law, or statute where Licensor operates.

9.1.2. Commercial/Comprehensive General Liability insurance of not less than \$1,000,000 combined single limit per occurrence or aggregate for bodily injury, personal injury and property damage as a result of one occurrence including coverage for Premises-Operations, Products/Completed Operations, Contractual Liability, and Broad Form Property Damage including completed Operations.

9.1.3. Contractor shall provide proof of personal Automobile Liability insurance of each employee traveling in relation to training or support of this contract of not less than \$300,000 combined single limit per occurrence or aggregate of equivalent for bodily injury and property damage as a result of any one occurrence including coverage for Owned, Hired, and Non- Owned Automobiles. Each personal insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity. Please see Addendum "A" which lists all employees permitted to service the Licensee onsite during this contract.

9.2. Licensor shall be named as an *Additional Insured* on the policies listed in Section 9.1.2 and should read as follows:

Lassen County

9.3. Copies of the above-named insurances (or signed exemptions forms), evidencing such insurances will be provided to the County within 30 days of signing this contract.

## **10. Confidentiality.**

10.1. For purposes of this Agreement, "Confidential Information" shall mean any information delivered by one party to another which the receiving party ("Receiving Party") knows or has reason to know is considered confidential by the disclosing party ("Disclosing Party"). The Receiving Party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information of

the Disclosing Party consistent with precautions used to protect the Receiving Party's own confidential information, but in no event less than reasonable care. Except as provided below, Licensee agrees to treat the Confidential Information as confidential and shall not disclose the Confidential Information to any person or entity without the Disclosing Party's prior written consent. The Receiving Party may only disclose the Confidential Information to its employees and agents who reasonably require access to such Confidential Information to perform its obligations under this Agreement.

10.2. Licensor acknowledges the status of the Licensee as a public entity and that existing law and any amendments thereto may require the Licensee to disclose the terms and conditions of this Agreement itself and any other documents related to the performance of this Agreement, pursuant to the California Public Records Act and any other applicable statutes pertaining to the disclosure of documents reflecting the expenditure of public funds. Should either party be faced with legal action to disclose Confidential Information that does not constitute a public record, as that term is defined in the California Public Records Act, each party will promptly notify the other of the threatened legal action and shall reasonably defend any legal action. Both Licensor and Licensee shall comply with any binding court order regarding disclosure of the public record(s) and such compliance will not constitute any breach of this Agreement.

10.3. The obligations imposed by this Section shall survive any termination of this Agreement. The obligations set forth in this Section shall not apply to any particular portion of any Confidential Information to the extent that the Confidential Information: (i) now or subsequently becomes generally known or available through no act or omission of Receiving Party; (ii) was or is known at the time of receipt of same from Disclosing Party; (iii) is provided by the Disclosing Party to a third party without restriction on disclosure; (iv) is subsequently rightfully provided to Receiving Party by a third party without restriction on disclosure; or (v) is independently developed by Receiving Party and can be demonstrated from Receiving Party's business records and documentation, provided the person or persons developing same did not have access to the Confidential Information of the Disclosing Party prior to such independent development.

## **11. Relationship of the Parties.**

11.1. Nothing contained herein shall be construed to make Licensee the agent of Licensor or Licensor the agent of Licensee for any purpose and neither party shall have any right whatsoever to incur any obligations on behalf of or binding upon the other party.

## **12. Miscellaneous.**

12.1. Governing Law; Venue. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the law of California, excluding its conflict of laws rules. Any litigation, suit or other proceeding regarding the rights or obligations of the parties hereunder shall be conducted before an appropriate court or arbitrator in Mendocino County, California, and the parties specifically consent to Fort Bragg, California as the exclusive location for any such proceeding.

- 12.2. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.
- 12.3. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition.
- 12.4. Entire Agreement. This document constitutes the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.
- 12.5. Non assignability. This Agreement may not be assigned by Licensor without the prior written consent of the Licensee. Any assignment that is contrary to the outlined provisions of this Agreement shall be null and void and be deemed a default under the Agreement, allowing the not defaulting party to exercise all remedies available under law.
- 12.6. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the parties, (ii) on the third business day after mailing, if the document is mailed by registered or certified mail, (iii) one day after being sent by professional or overnight courier or messenger service guaranteeing one-day delivery, with receipt confirmed by the courier, or (iv) on the date of transmission if sent by telegram, telex, telecopy or other means of electronic transmission resulting in written copies, with receipt confirmed. Any such notice shall be delivered or addressed to the parties at the addresses set forth above or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- 12.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
- 12.8. Attorneys' Fees. If the services of an attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party to this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled.

- 12.9. Amendment. The provisions of this Agreement may be modified at any time by agreement of the parties. Any such agreement hereafter made shall be ineffective to modify this Agreement in any respect unless in writing and signed by the parties against whom enforcement of the modification or discharge is sought.
- 12.10. Force Majeure. The Licensor shall not be responsible or liable to Licensee for any damages including without limitation, incidental and consequential damages, arising out of nonperformance or delay in performance of the terms and conditions herein due to acts of God, wars, riots, strikes, unavailability of suitable and sufficient components or materials, die or capacity or technical or weld failures and any unforeseen events beyond Licensor's control.
- 12.11. Arbitration. Any dispute or issue arising under the terms of this Agreement (or breach hereof) that cannot be resolved by good faith negotiations between or among the parties is not mandatory but may be submitted for final and binding arbitration in Sacramento, California pursuant to the Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be one. The arbitration shall proceed with due dispatch, and a decision shall be rendered within thirty (30) days after conclusion of the arbitral proceeding. The arbitration decision shall be in such written form that a judgment may be entered on it in any court of competent jurisdiction. This Agreement to arbitrate is specifically enforceable, and the award rendered by the arbitrator is final and binding on the parties to this Agreement and may be made the basis for entry of a judgment.

**IN WITNESS WHEREOF, the parties enter into this Agreement as of the Effective Date.**

Paperless Knowledge, Inc.

County of Lassen

By: Michael Wasco

BY: \_\_\_\_\_  
COUNTY OF LASSEN

Name: Michael Wasco

BY: \_\_\_\_\_

Title: Contract/Project Manager

BY: \_\_\_\_\_

**Approved as to Form**

DEC 21 2021

[Signature]  
**Lassen County Counsel**

## **ADDENDUM A SERVICES TO BE PROVIDED BY CONTRACTOR**

**Paperless Knowledge, Inc. will provide access to the system modules listed below to meet Lassen County requirements:**

1. Security/Admin Module - Security is at the heart of the IEBA application, it controls what an employee can access and what functions they can perform within the application.
2. Personnel Module - The Personnel Module allows you to add, edit or delete position numbers or employees. You must have Admin permissions to enter information
3. Time Study Module - This module is for time study individuals and time study administrators. Users can create, edit, submit, view, and approve a time study, depending on the permissions granted.

List of Employees Licensor permitted to service the Licensee onsite during this contract.

NOTE: This list may change at which time Licensee will be provided an updated list.

Licensor Employee Name(s):

Michael Wasco



## ADDENDUM B COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

2021-2022 Fiscal Year			
Scope #	Program/Service Description	Unit Type	Rate
4.1.1	Set-Up Fee	One-Time	\$0.00
4.4.2	Hosting Fee	Monthly	139.43
4.1.3	Record Fee	Each	\$0.99
4.1.4.1	User License Fee (Quarterly/User)	Quarterly Per User	\$29.32
4.1.4.2	Time Study User License Fee	+ 2 <i>Paperless Knowledge, Inc. Admins</i> Quarterly Per User	Included In User License
4.2.2	<i>Hourly Rate; Onsite Service</i>		
	<i>Programming</i>	<i>As Needed</i>	\$112.55
	<i>Training</i>	<i>As Needed</i>	\$74.75
	<i>Software Support</i>	<i>As Needed</i>	\$78.78
	<i>Onsite Services/Mileage Fee</i>	<i>As Needed (NA – Only Online)</i>	\$0.00

2022-2026 Fiscal Year			
Scope #	Program/Service Description	Unit Type	Rate
4.1.1	Set-Up Fee	One-Time	\$0.00
4.4.2	Hosting Fee	Monthly	\$141.00
4.1.3	Record Fee	Each	\$0.99
4.1.4.1	User License Fee (Quarterly/User)	Quarterly Per User	\$31.00
4.1.4.2	Time Study User License Fee	+ 2 <i>Paperless Knowledge, Inc. Admins</i> Quarterly Per User	Included In User License Fee
4.2.2	<i>Hourly Rate; Onsite Service</i>		
	<i>Programming</i>	<i>As Needed</i>	\$114.50
	<i>Training</i>	<i>As Needed</i>	\$75.00
	<i>Software Support</i>	<i>As Needed</i>	\$80.00
	<i>Onsite Services/Mileage Fee</i>	<i>As Needed (NA – Only Online)</i>	\$0.00





**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
LASSEN COUNTY  
AND  
GRANDCARE SYSTEMS LLC**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made by and between LASSEN COUNTY ("COUNTY") and GrandCare Systems, LLC., a corporation in West Bend, Wisconsin (hereinafter "CONTRACTOR"), who agree as follows:

1. **Recitals:** This First Amendment is made with reference to the following facts and objectives:

COUNTY and CONTRACTOR have entered into a written Agreement for the term of July 1, 2020 through June 30, 2023, (the "Agreement") in which CONTRACTOR agreed to provide innovative technological solutions in patient care.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. The parties desire to extend the Maximum Contract Amount to include FY 2021/2022. Therefore, B.2 is deleted and replaced with the following:

<b>Year One - July 1, 2020 - June 30, 2021</b>					
<b>Program/Service Description</b>	<b>Funding Source</b>	<b>Unit Type</b>	<b>Annual Rate</b>	<b>Total # Units</b>	<b>Total</b>
Ongoing Maintenance & Support	MHSA	Each	\$45/Month /System	11	\$5,940.00
Basic Training On-Site	MHSA	Each	\$6,000.00	1	\$6,000.00
Other Training	MHSA	Each	\$3,250.00	2	\$6,500.00
Annual Ongoing Maintenance & Support Due 5/2021	MHSA	Each	\$400.00	50	\$20,000.00
<b>Year One Contract Amount</b>					<b>\$38,440.00</b>
<b>Year Two - July 1, 2021- June 30, 2022</b>					
<b>Program/Service Description</b>	<b>Funding Source</b>	<b>Unit Type</b>	<b>Annual Rate</b>	<b>Total # Units</b>	<b>Total</b>
Ongoing Maintenance & Support	MHSA	Each	\$45/Month /System	11	\$5,940.00
Basic Training On-Site	MHSA	Each	\$6,000.00	1	\$6,000.00
Other Training	MHSA	Each	\$3,250.00	2	\$6,500.00
Annual Ongoing Maintenance & Support Due 5/2022	MHSA	Each	\$400.00	50	\$20,000.00
<b>Year Two Contract Amount</b>					<b>\$38,440.00</b>

PAYMENT GRID CONTIINUES ON NEXT PAGE

Year Three - July 1, 2022 - June 30, 2023					
Program/Service Description	Funding Source	Unit Type	Annual Rate	Total # Units	Total
Ongoing Maintenance & Support	MHSA	Each	\$45/Month /System	11	TBD
Basic Training On-Site	MHSA	Each	\$6,000.00	1	TBD
Other Training	MHSA	Each	\$3,250.00	2	TBD
Annual Ongoing Maintenance & Support Due 5/2023	MHSA	Each	\$400.00	50	TBD
Year Three Contract Amount					TBD
Maximum Contract Amount					\$76,880.00
** Contingent upon the availability of funds and approval of the Board of Supervisors.					

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment, all provisions of the Agreement signed September, 01, 2020 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

#### CONTRACTOR

Dated: 10, Dec. 2021 By: Charles E. Hillman  
Charles E. Hillman  
GrandCare Systems LLC

#### COUNTY

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Richard Egan  
County Administrative Officer

Dated: \_\_\_\_\_ By: Barbara Longo  
Barbara Longo, Director  
Health and Social Services

Approved as to form: Amanda Uhrhammer  
Lassen County Counsel

Dated: 12/21/21 By: [Signature]

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
LASSEN COUNTY  
AND  
MAR-RIC CARE HOME, INC.**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made by and between LASSEN COUNTY ("COUNTY") and Mar-Ric Care Home, Inc. of Riverbank, California (hereinafter "CONTRACTOR"), who agree as follows:

1. **Recitals:** This First Amendment is made with reference to the following facts and objectives:

COUNTY and CONTRACTOR have entered into a written Agreement for the term of July 1, 2020 through June 30, 2023, (the "Agreement") in which CONTRACTOR agreed to provide services related to non-medical residential board and care facilities.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. The parties desire to extend the Maximum Contract Amount to include FY 2021/2022. Therefore, B.2 is deleted and replaced with the following:

Year One - July 1, 2020 - June 30, 2021					
Scope of Services	Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
A.1	SSI/SSA Base Rate	SSA/SSI	Daily	1069.37/ 1089.37	TBD
through	Transitional Program/ Daily Patch Rate	Realignment /MHSA	Daily	110.01/ 160.01	TBD
A.1.6	Additional Expenses**	Realignment /MHSA	As Needed		
Year Two - July 1, 2021 - June 30, 2022					
Scope of Services	Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
A.1	SSI/SSA Base Rate	SSA/SSI	Daily	\$1,079.37	TBD
through	Transitional Program/ Daily Patch Rate	Realignment /MHSA	Daily	\$121.01	TBD
A.1.6	Additional Expenses Hard to Place fees**	Realignment /MHSA	As Needed		

PAYMENT GRID CONTINUED ON NEXT PAGE

**Year Three - July 1, 2022 - June 30, 2023**

Scope of Services	Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
A.1  through  A.1.6	SSI/SSA Base Rate	SSA/SSI	Daily	TBD	TBD
	Transitional Program/ Daily Patch Rate	Realignment /MHSA	Daily	TBD	TBD
	Additional Expenses Hard to Place fees**	Realignment /MHSA	As Needed		

\* The resident's SSI/SSA monthly residential board and care rate is subject to annual adjustments by the Federal and State Governments in January of each year.

\*\* Requires written pre-authorization. Fiscal Year amounts contingent on the availability of funds approved by the Board of Supervisors

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment, all provisions of the Agreement signed September 01, 2020, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

**CONTRACTOR**


Dated: \_\_\_\_\_

By:   
Rolando Andrade, President**COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Egan  
County Administrative Officer

Dated: \_\_\_\_\_

By:   
Barbara Longo, Director  
Health and Social Services**Approved as to form:**Amanda Uhrhammer  
Lassen County CounselDated: 12/21/21By: 

**TRAINING SERVICES AGREEMENT**  
(LASSEN COUNTY HEALTH AND HUMAN SERVICES AGENCY)

THIS AGREEMENT ("**Agreement**") is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("**University**"), on behalf of its Davis Campus Continuing and Professional Education (the "**CPE**") and LASSEN COUNTY HEALTH AND HUMAN SERVICES AGENCY ("**User**").

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program ("**Program**") and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives ("**Exhibit B**", if applicable)

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program ("**Program**") as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the "**Services**"). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
  - a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
  - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from July 1, 2021 and continue through June 30, 2022. All courses must be completed by June 30, 2022.
3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within

thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
  - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - b. Auto Liability including non-owned automobiles, with a minimums as follows:
    - i. Bodily injury
      1. Per person \$1,000,000
      2. Per accident \$1,000,000
    - ii. Property damage \$1,000,000
  - c. Workers Compensation insurance in accordance with California state law.
  - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
  - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
  - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
- b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
- c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

- a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to

limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
  - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.



University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
- a. An investment worth \$2,000 or more in User or its affiliate;
  - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
  - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
  - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and**

**prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“CANRA”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.
20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY  
Jennifer Lowery  
Research Analyst  
Continuing & Professional Education  
University of California, Davis  
1333 Research Park Drive  
Davis, CA 95618  
E-mail: jnlowery@ucdavis.edu

USER  
Danielle Sanchez  
Assistant Director  
Lassen County  
Health and Human Services Agency  
336 Alexander Avenue  
Susanville, CA 96130  
E-mail: dsanchez@co.lassen.ca.us

ADDITIONAL UNIVERSITY  
Tim Belding  
Financial Services Analyst 3  
Continuing & Professional Education  
University of California, Davis  
1333 Research Park Drive  
Davis, CA 95618  
E-mail: twbelding@ucdavis.edu

ADDITIONAL USER  
Rebecca Terwilliger  
Staff Analyst  
Lassen County  
Health and Human Services Agency  
1400 Chestnut Street, Suite A  
Susanville, CA 96130  
E-mail: rterwilliger@co.lassen.ca.us

21. Attorneys’ Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
23. Governing Law: This Agreement shall be construed pursuant to California law.
24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

**AGREED AND ACCEPTED:**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

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

UC Davis

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

**LASSEN COUNTY  
HEALTH AND HUMAN SERVICES AGENCY**

By: Barbara Longo  
(authorized signatory)

Print Name: Barbara Longo

Date: 1/5/2021

**Approved as to Form**

AM 04 2022  
\_\_\_\_\_  
**Lassen County Counsel**

**EXHIBIT A**

**TRAINING PROGRAM**

1. 23.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
  - a. Needs assessment, curriculum planning and implementation.
  - b. Instructional and student services.
  - c. Instructional materials.
  - d. Evaluation and feedback.
  - e. Continuing education credit.
  - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
  - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
  - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
  - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
  - a. Training facility and audio-visual equipment.
  - b. On-site coordination of training.

Training Units	CHS Daily Rate		
23.00	\$ 4,250.00	\$97,750.00	Total Contract Amount
		(\$6,842.50)	Less CPE 7% Cost Share
		<u>\$90,907.50</u>	<b>Total Client Contract Share</b>

**Exhibit B**

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE  
STATE "N/A" ON THIS EXHIBIT.

N/A



**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
LASSEN COUNTY  
AND  
LAB 24, LLC**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made by and between LASSEN COUNTY ("COUNTY") and LAB 24, LLC, with a principal place of business at Redding, California (hereinafter "CONTRACTOR"), who agree as follows:

1. **Recitals:** This First Amendment is made with reference to the following facts and objectives:

COUNTY and CONTRACTOR have entered into a written Agreement for the term of April 1, 2021 through June 30, 2022, (the "Agreement") in which CONTRACTOR agreed to provide services related to toxicology testing services.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. The parties desire to increase the Maximum Contract Amount for FY 2021/2022. Therefore, B.6 is deleted and replaced with the following:

<b>Original Contract - April 1, 2021 - June 30, 2022</b>					
<b>Program/Service Description</b>	<b>Funding Source</b>	<b>Unit Type</b>	<b>Rate</b>	<b>Total # Units</b>	<b>Total</b>
P-08 7-Panel Toxicology Test	SAPT/CWS/MHSA	Each	\$5.50	600	\$3,300.00
ETG Alcohol Test-P36	SAPT/CWS/MHSA	Each	\$18.50	350	\$6,475.00
Premium K2 Test	SAPT/CWS/MHSA	Each	\$35.00	100	\$3,500.00
Other Specialized Testing	SAPT/CWS/MHSA	Each	\$5.50 - 35.00	TBD	\$5,000.00
<b>Original Contract Amount</b>					<b>\$18,275.00</b>
<b>First Amendment - April 1, 2021 - June 30, 2022</b>					
P-08 7-Panel Toxicology Test	SAPT/CWS/MHSA	Each	\$5.50	80	\$440.00
ETG Alcohol Test-P36	SAPT/CWS/MHSA	Each	\$18.50	80	\$1,480.00
Premium K2 Test	SAPT/CWS/MHSA	Each	\$35.00	80	\$2,800.00
Other Specialized Testing	SAPT/CWS/MHSA	Each	\$5.50 - 35.00	TBD	\$5,500.00
<b>First Amendment Amount</b>					<b>\$10,220.00</b>
<b>Maximum Contract Amount</b>					<b>\$28,495.00</b>

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment, all provisions of the Agreement signed April 23, 2021, shall remain unchanged and in full force and effect.

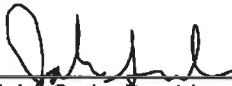
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

\_\_\_\_ County Initials  
LAB 24, LLC 1<sup>st</sup> Amend v.1 21.22

\_\_\_\_ JS Contractor Initials

**CONTRACTOR**

Dated: 01/05/2022

By:   
John Serie, President  
LAB 24, LLC

**COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Egan  
County Administrative Officer

Dated: \_\_\_\_\_

By:   
Barbara Longe, Director  
Health and Social Services

Approved as to form:

Amanda Uhrhammer  
Lassen County Counsel

Dated: 1/6/22

By: 